KallerArchitecture

January 17, 2024

City of Hollywood
Department of Development Services
2600 Hollywood Boulevard
Hollywood, Florida 33020

Reference: OM Residential Mixed Use
2007 & 2115 N. Ocean Drive; 309, 333 & 341 Oklahoma Street; 320 & 324 McKinley Street; 320, 322, 324 & 326 Nebraska Street; 2012 N. Surf Road
Hollywood, Florida 33019
TAC #23-DP-73
Architect's Project #22107

The following are our responses to your Preliminary TAC Comments for the above referenced Project.

A. APPLICATION SUBMITTAL Cameron Palmer

1. The Planning Justification Report is being provided by Keith Poliakoff of Government Law Group, as a Consultant and Representative of the Developers.
2. The Plat determination letter is attached.
3. Ownership and Encumbrance Report:
   a) The application has all relevant addresses.
   b) The O and E Report indicates the start and end of the search. It is located on the bottom of the first page of each address search. All reports start from "time of plat" which is February 1923.
   c) The O and E Report date is the final search date on each address search report. That date is in August of 2023 and the Report was submitted in September of 2023 which is well within the time frame required by the City.
   d) Noted.
4. The ALTA Survey:
   a) The submitted ALTA survey has been updated to reference the O and E Report.
   b) Noted.
   c) Noted.
5. The Site Plan and Cover Sheet:
   a) All items listed in the TAC checklist for the Cover Sheet and Site Plan are included.
6. As per the Developer's legal representation, Keith Poliakoff, no Public Participation Meeting is required under live local.

B. ZONING Cameron Palmer

1. 7(c) noted.
2. 7(b)A noted.

1. All buildings have been pulled in and adjusted so that no setback variances are required.
2. The massing of the building meets the intent of the code. “Towers” are at very different heights and vertical planes, so the separation is vertical instead of horizontal.
3. No column is within 3’-0” of the entrance to a parking space. All parking spaces, except for HC spaces, have car lifts and will be attended to by a 24hr valet service.
4. All parking spaces have now been dimensioned.
5. Noted. All driveways have been dimensioned.
6. Entrances to the Residential Building are separate from other uses.
7. See new sheet A-36 for illustration of Active Liner and Transparency required and provided.
8. See new sheet A-36 for illustration of Active Liner and Transparency required and provided.
9. Guest parking spaces are not required in this zoning district. Guests can use City metered parking.
10. Please provide the zoning code section on active liners being required on all levels of the parking garage.
11. There are no bridges across the public ROW now.
12. Noted. Landscape plans are submitted in the Final TAC package.
13. Noted.

C. PLANNING AND URBAN DESIGN Cameron Plamer

1. The only blank/ solid walls are at the base of the garage facing toward the interior property lines, where fenestrations are not allowed. This is because of the short distance between the wall and the property line. See FBC 2020 Table 705.8. The same thing occurs on the east wall of City’s Nebraska Garage next door.
2. Noted.
3. A Legend has been added to Site and floor plans that have varying hatching.
4. Commercial uses are fronting A1A and the Broadwalk. Canopies over the openings of the Commercial spaces are 6’ deep or more.
5. All commercial frontages have 6’-0” deep permanent canopies.
6. See sheet A-36 for illustration of Transparency, required and provided.
7. Noted, provided. Breakaway walls will be detailed in future construction documents.
8. Noted. Delivery zones are on site and will not interfere with traffic flow.
9. See dwelling unit size under building summary in the Site Data on sheet SP-0.
10. Unit square footages shown on floor plans.
11. Comment unclear.
12. Noted. See renderings attached.
13. Only the high-rise building has large mechanical equipment on the roof and there is a 12’ high screen around it. All other spaces will have package units in the space above the ceiling.
14. There is no surface level parking. All parking spaces are within the 24-hr. valet serviced parking garage.
15. Additional renderings are now submitted.

D. SIGNAGE Cameron Palmer 954 921 3417

1. Signage details and notes are on sheet SP-7. This is the typical detail that are always submitted.
2. There is a note on sheet SP-1 on top righthand side of the sheet.
3. Separate sign permit note is on sheet SP-7.

E. LIGHTING Cameron Palmer

1. Site Lighting note is on sheet SP-1. The fifth note down on the righthand side of the sheet.

F. GREEN BUILDING & ENVIRONMENTAL SUSTAINABILTY Cameron Palmer

1. Green Certification note is on sheet SP-1.
2. The ten green building practices plus more are now listed on sheet SP-0.
3. Nine charging stations are added on the first level of the garage.
4. Noted.

G. ENGINEERING Azita Behmardi, Clarissa Ip & Rick Mitinger

1. No comments received.

H. LANDSCAPE Favio Perez & Clarissa Ip.

1. See attached Landscape Plan in Final TAC submittal.

I. UTILITIES Alicia Verea-Feria

1. Civil Plans in Final TAC submittal.
2. "
3. "
4. Noted.
5. "
6. "
7. "
8. See sheet SP-1 for added elevations in spaces.
9. See Civil Plans.
10. Noted. See Civil Plans.
11. "
12. "
13. "
14. Noted.
15. Landscape Plans have been coordinated with the Civil Plans.
16. Noted.

J. BUILDING Giselle Hipolito & Daniel Quintana

1. Substantially Compliant.

K. FIRE Chris Clinton

1. Noted. Fire Flow attached.
2. See sheet SP-1 for the distances from the street to the door opening to access the buildings.
3. Noted. See Civil Plans attached.
4. See Civil plans attached.
5. "
6. "

7. A 226-sf interior square footage for the Fire Department Command Center (FDCC) added near the entry of the east Rental Lobby.
8. As per NFPA 101 (2018 Ed.) Section 30.2.5.2, Section 7.5.1.3 does not apply to dwelling units.

L. PUBLIC WORKS Annalie Holmes & Daniel Millien

1. Substantially Compliant.

M. PARKS, RECREATION and CULTURAL ARTS David Vasquez

1. Substantially Compliant.

N. COMMUNITY DEVELOPMENT Liliana Beltran

1. No comments received.

O. ECONOMIC DEVELOPMENT Raelin Storey & Herbert Conde-Parlato

1. Substantially Compliant.

P. POLICE DEPARTMENT Christine Adamcik & Doreen Avitabile

1. Substantially Compliant.

Q. DOWNTOWN & BEACH CRA Jorge Camejo, Susan Goldberg & Francisco Diaz-Mendez

1. Not Applicable.

R. PARKING Hal King & Jovan Douglas

1. Substantially Compliant.

S. ADDITIONAL COMMENTS Cameron Palmer

1. Noted.

If you should have any questions, please feel free to contact our office.

Sincerely,
Kaller Architecture

Michele Sherlock
Senior Associate

PLANNING DIVISION

File No. (internal use only):_____

GENERAL APPLICATION

2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

CITY OF Hollywood FLORIDA

Tel: (954) 921-3471
Fax: (954) 921-3347

This application must be completed in full and submitted with all documents to be placed on a Board or Committee's agenda.

The applicant is responsible for obtaining the appropriate checklist for each type of application.

Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.

At least one set of the submitted plans for each application must be signed and sealed (i.e. Architect or Engineer).

Documents and forms can be accessed on the City's website at

http://www.hollywoodfl.org/DocumentCenter/Home/View/21

APPLICATION TYPE (CHECK ONE):

☒ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☐ Planning and Development Board

Date of Application: 1-22-24

Location Address: 2007 & 2115 N. Ocean Blvd.; 309, 333 & 341 Oklahoma St.; 320 & 324 McKinley St.; 320, 322, 324 &326 Nebraska St.; 2012 N. Surf Rd.

Lot(s): 1-22 & 9,10, 13-18 Block(s): 9 & 10 Subdivision: Hollywood Beach 1st Ed.

Folio Number(s): 514212011370, 60, 40, 30, 20, 80, 514212NT0010-0100 & 514212011510, 21, 30, 50

Zoning Classification: BRT-25-C, BWK-25-HD-C Land Use Classification: Commercial

Existing Property Use: Hotel/ motels Sq Ft/Number of Units: 123 Hotel Rms.

Is the request the result of a violation notice? ( ) Yes (x) No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check al that apply and provide File Number(s) and Resolution(s):_____

☒ Economic Roundtable ☒ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☐ Planning and Development

Explanation of Request: Final TAC review of an 17 story Mixed Use Residential Building, a 2 story Beach Club and an 8 story Parking Garage with retail bays.

Number of units/rooms: 168 Free Market / 114 Work Force Sq Ft: 811 sf avg.

Value of Improvement: _____ Estimated Date of Completion: Dec 2026

Will Project be Phased? ( ) Yes (x)No If Phased, Estimated Completion of Each Phase

Name of Current Property Owner: See attached sheet - Allen Konstam - client

Address of Property Owner: 983 E 12th Street NY, Brooklyn 11230

Telephone: 971 494 9723 Fax: _____ Email Address: allen@condrapg.com

Name of Consultant/Representative/Tenant (circle one): Keith Poliakoff

Address: 200 S. Andrews Ave., Fort Lauderdale Telephone: 954-909-059

Fax: _____ Email Address: kpoliakoff@govlawgroup.com

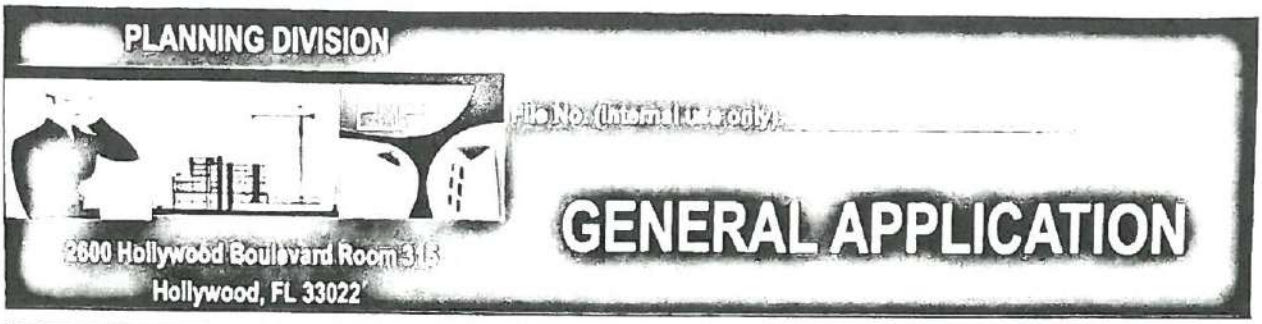
Date of Purchase: _____ Is there an option to purchase the Property? Yes ( ) No ( )

If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: Joseph B. Kaller

Kaller Architecture Address: 2417 Hollywood Blvd.

Hollywood, FL 33020 Email Address: joseph@kallerarchitects.com



CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: _____ Date: 1/17/24

PRINT NAME: Ira Chaimovits Date: 1-17-24

Signature of Consultant/Representative: _____ Date: 1-17-24

PRINT NAME: JOSEPH B. KALLER Date: 1-17-24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for _____ to my property, which is hereby made by me or I am hereby authorizing _____ to be my legal representative before the _____ (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me this 17th day of January

Steve Neumann

Notary Public
State of ~~Florida~~ New York

Steve Neumann
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02NE6433111
MY COMMISSION EXPIRES 05/09/2026

_____
Signature of Current Owner

Steve Neumann
Print Name

My Commission Expires: 5/9/25 (Check One) X Personally known to me; OR ___ Produced Identification _____

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Signature of Current Owner: _____ Date: 1-17-24

PRINT NAME: ALLEN KONSTAM Date: 1-17-24

Signature of Consultant/Representative: _____ Date: 1-17-24

PRINT NAME: JOSEPH B. KALLER Date: 1-17-24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for _____ to my property, which is hereby made by me or I am hereby authorizing _____ to be my legal representative before the _____ (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me this 17th day of January

Steve Neumann

Notary Public
State of ~~Florida~~ New York

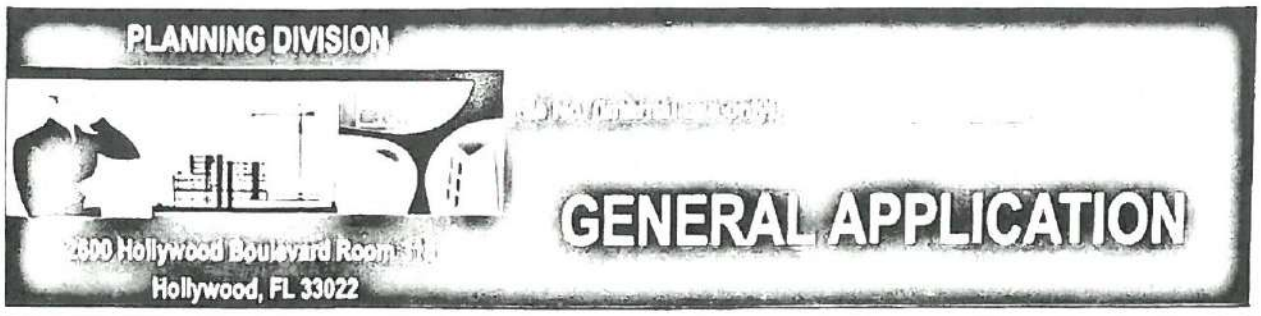
Steve Neumann
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02NE6433111
MY COMMISSION EXPIRES 05/09/2026

Signature of Current Owner

Steve Neumann

Print Name

My Commission Expires: 5/9/26 (Check One) X Personally known to me; OR ___ Produced Identification _____



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Signature of Current Owner: _____ Date: 1-17-24

PRINT NAME: MARK DRACHMAN Date: 1-17-24

Signature of Consultant/Representative: _____ Date: 1-17-24

PRINT NAME: JOSEPH B. KALLER Date: 1-17-24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for _____ to my property, which is hereby made by me or I am hereby authorizing _____ to be my legal representative before the _____ (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me this 17th day of January

Steve Neumann

Notary Public
State of ~~Florida~~ New York

Steve Neumann
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02NE6433111
MY COMMISSION EXPIRES 05/09/2026

Signature of Current Owner

Steve Neumann
Print Name

My Commission Expires: 5/9/26 (Check One) X Personally known to me; OR ___ Produced Identification _____

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	309 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1330
Property Owner	CPG309 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,270	$1,779,610	$2,077,880	$2,077,880	
2022	$298,270	$1,502,490	$1,800,760	$1,800,760	$38,961.13
2021	$298,270	$1,114,160	$1,412,430	$1,412,430	$30,978.48

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Portability	0	0	0	0
Assessed/SOH	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,077,880	$2,077,880	$2,077,880	$2,077,880

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	SWD-D	$2,100,000	117896861
7/9/2021	WD-Q	$1,920,000	117437676
12/1/2014	WD-Q	$1,300,000	112691698
6/2/2009	WD-Q	$1,000,000	46360 / 21
3/29/2007	WD-Q	$855,000	43861 / 1384

Land Calculations

Price	Factor	Type
$45.07	6,618	SF
Adj. Bldg. S.F. (Card, Sketch)		4048
Units		9
Eff./Act. Year Built: 1965/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4048								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #1, HOLLYWOOD FL 33019	ID #	5142 12 NT 0010
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 1

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #2, HOLLYWOOD FL 33019	ID #	5142 12 NT 0020
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 2

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

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Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$27,970	$251,770	$279,740	$279,740	
2022	$20,160	$181,440	$201,600	$91,280	$1,954.41
2021	$10,920	$98,260	$109,180	$84,960	$1,577.31

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$279,740	$279,740	$279,740	$279,740
Portability	0	0	0	0
Assessed/SOH	$279,740	$279,740	$279,740	$279,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$279,740	$279,740	$279,740	$279,740

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
3/6/2006	CPT	$86,000	45111 / 1698

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #3, HOLLYWOOD FL 33019	ID #	5142 12 NT 0030
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 3

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

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Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$26,580	$239,180	$265,760	$265,760	
2022	$19,150	$172,370	$191,520	$112,820	$3,149.94
2021	$10,370	$93,340	$103,710	$102,570	$2,471.19

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$265,760	$265,760	$265,760	$265,760
Portability	0	0	0	0
Assessed/SOH	$265,760	$265,760	$265,760	$265,760
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$265,760	$265,760	$265,760	$265,760

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		699
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #4, HOLLYWOOD FL 33019	ID #	5142 12 NT 0040
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 4

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$29,370	$264,360	$293,730	$293,730	
2022	$21,170	$190,510	$211,680	$124,720	$3,447.87
2021	$11,460	$103,170	$114,630	$113,390	$2,697.98

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$293,730	$293,730	$293,730	$293,730
Portability	0	0	0	0
Assessed/SOH	$293,730	$293,730	$293,730	$293,730
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$293,730	$293,730	$293,730	$293,730

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		699
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #5, HOLLYWOOD FL 33019	ID #	5142 12 NT 0050
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 5

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		687
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #6, HOLLYWOOD FL 33019-3401	ID #	5142 12 NT 0060
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 6

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$138,110	$3,767.60
2021	$12,560	$113,000	$125,560	$125,560	$2,944.34

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
4/9/2002	CPT	$80,000	45112 / 396

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		687
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #7, HOLLYWOOD FL 33019	ID #	5142 12 NT 0070
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 7

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		669
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #8, HOLLYWOOD FL 33019	ID #	5142 12 NT 0080
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 8

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$27,970	$251,770	$279,740	$279,740	
2022	$20,160	$181,440	$201,600	$118,760	$3,298.74
2021	$10,920	$98,260	$109,180	$107,970	$2,584.52

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$279,740	$279,740	$279,740	$279,740
Portability	0	0	0	0
Assessed/SOH	$279,740	$279,740	$279,740	$279,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$279,740	$279,740	$279,740	$279,740

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		656
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #9, HOLLYWOOD FL 33019	ID #	5142 12 NT 0090
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$29,370	$264,360	$293,730	$293,730	
2022	$21,170	$190,510	$211,680	$124,720	$3,447.87
2021	$11,460	$103,170	$114,630	$113,390	$2,697.98

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$293,730	$293,730	$293,730	$293,730
Portability	0	0	0	0
Assessed/SOH	$293,730	$293,730	$293,730	$293,730
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$293,730	$293,730	$293,730	$293,730

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		656
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #10, HOLLYWOOD FL 33019	ID #	5142 12 NT 0100
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$34,970	$314,710	$349,680	$349,680	
2022	$25,200	$226,800	$252,000	$252,000	$5,558.36
2021	$13,650	$122,820	$136,470	$136,470	$3,172.39

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$349,680	$349,680	$349,680	$349,680
Portability	0	0	0	0
Assessed/SOH	$349,680	$349,680	$349,680	$349,680
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$349,680	$349,680	$349,680	$349,680

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
3/26/2021	CPT-Q	$280,000	117151239
9/11/2019	CPT-T	$100	116047517
3/20/2008	DVC-T		45513 / 1436

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		613
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 NEBRASKA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1550
Property Owner	JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL	Millage	0513
		Use	39-08
Mailing Address	4326 POST AVE MIAMI BEACH FL 33140		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,140	$1,996,180	$2,294,320	$2,294,320	
2022	$298,140	$1,996,180	$2,294,320	$2,294,320	$49,214.96
2021	$298,140	$1,101,290	$1,399,430	$1,399,430	$30,706.76

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Portability	0	0	0	0
Assessed/SOH	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,294,320	$2,294,320	$2,294,320	$2,294,320

Sales History

Date	Type	Price	Book/Page or CIN
3/11/2022	QCD-T	$100	118020958
11/16/2021	WD-Q	$2,700,000	117750274
6/26/2018	WD-Q	$1,800,000	115190691
4/21/2014	DRR-T	$100	112250462
10/30/2013	WD-Q	$1,120,000	111938475

Land Calculations

Price	Factor	Type
$45.07	6,615	SF
Adj. Bldg. S.F. (Card, Sketch)		3997
Units		7
Eff./Act. Year Built: 1994/1994		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
3997								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	322-324 NEBRASKA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1530
Property Owner	OLIVERA, MARIA	Millage	0513
Mailing Address	322 NEBRASKA ST HOLLYWOOD FL 33019-3439	Use	08-03

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$764,940	$913,940	$729,150	
2022	$149,000	$603,190	$752,190	$662,870	$15,288.53
2021	$149,000	$453,610	$602,610	$602,610	$13,555.29

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$913,940	$913,940	$913,940	$913,940
Portability	0	0	0	0
Assessed/SOH	$729,150	$913,940	$729,150	$729,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$729,150	$913,940	$729,150	$729,150

Sales History

Date	Type	Price	Book/Page or CIN
11/25/2003	WD	$370,000	36542 / 1342
5/3/2001	WD	$270,000	31621 / 633
5/12/1999	WD	$230,000	29529 / 272
5/4/1999	WD	$205,000	29452 / 1500
2/16/1996	WD	$185,500	24530 / 317

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1670
Units		3
Eff./Act. Year Built: 1965/1939		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
3								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	324 MCKINLEY STREET #1-8, HOLLYWOOD FL 33019	ID #	5142 12 01 1380
Property Owner	JULIA 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9

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* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,230	$878,740	$1,176,970	$1,003,420	
2022	$298,230	$741,970	$1,040,200	$912,200	$20,521.84
2021	$298,230	$531,050	$829,280	$829,280	$18,072.96

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,176,970	$1,176,970	$1,176,970	$1,176,970
Portability	0	0	0	0
Assessed/SOH	$1,003,420	$1,176,970	$1,003,420	$1,003,420
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,003,420	$1,176,970	$1,003,420	$1,003,420

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-O	$405,000	45807 / 1112
11/30/2004	WD	$810,000	38644 / 60
12/17/2003	WD	$510,000	36654 / 349
10/26/2001	DRR		32282 / 1264
7/31/2001	WD	$358,000	31978 / 1310

Land Calculations

Price	Factor	Type
$45.07	6,617	SF
Adj. Bldg. S.F. (Card, Sketch)		2292
Units		8
Eff./Act. Year Built: 1960/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
2292								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	326 NEBRASKA STREET, HOLLYWOOD FL 33019-3439	ID #	5142 12 01 1521
Property Owner	PARADISE JULIA TERRACE LLC YS REAL ESTATE INVESTMENTS LLC	Millage	0513
		Use	39-08
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$1,142,050	$1,291,050	$1,291,050	
2022	$149,000	$993,170	$1,142,170	$846,480	$20,185.82
2021	$149,000	$620,530	$769,530	$769,530	$16,824.10

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Portability	0	0	0	0
Assessed/SOH	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,291,050	$1,291,050	$1,291,050	$1,291,050

Sales History

Date	Type	Price	Book/Page or CIN
3/14/2022	WD*-E	$1,600,000	118017316
8/20/2019	WD*-D	$1,325,000	116005367
8/25/2014	WD-D	$600,000	112501256
8/1/1988	QCD	$100	15703 / 775
10/1/1968	WD	$25,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1900
Units		5
Eff./Act. Year Built: 1970/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
1900								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	333 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1340
Property Owner	JULIA 1 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-04

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 8 THRU 11 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$596,500	$2,017,370	$2,613,870	$2,109,290	
2022	$596,500	$2,017,370	$2,613,870	$1,917,540	$45,661.55
2021	$596,500	$1,328,420	$1,924,920	$1,743,220	$39,066.55

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,613,870	$2,613,870	$2,613,870	$2,613,870
Portability	0	0	0	0
Assessed/SOH	$2,109,290	$2,613,870	$2,109,290	$2,109,290
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,109,290	$2,613,870	$2,109,290	$2,109,290

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-Q	$1,025,000	45807 / 1205
6/4/2004	WD	$1,375,000	37617 / 1229
10/1/2001	WD	$968,000	32231 / 1894
10/5/2000	WD	$840,000	30994 / 1801

Land Calculations

Price	Factor	Type
$45.07	13,235	SF
Adj. Bldg. S.F. (Card, Sketch)		4971
Units		14
Eff./Act. Year Built: 1963/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4971								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	341 OKLAHOMA STREET #1-4, HOLLYWOOD FL 33019	ID #	5142 12 01 1360
Property Owner	ASTRID 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	08-04

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 12 LESS RD R/W BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$180,280	$1,000,550	$1,180,830	$1,180,830	
2022	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,823.98
2021	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,960.77

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Portability	0	0	0	0
Assessed/SOH	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,180,830	$1,180,830	$1,180,830	$1,180,830

Sales History

Date	Type	Price	Book/Page or CIN
8/4/2022	WD-D	$900,000	118330462
3/15/2017	DRR-T	$100	114276544
2/17/2017	WD-T	$100	114229176
5/15/2015	WD-Q	$865,000	113029302
1/16/2013	WD-Q	$840,000	111458070

Land Calculations

Price	Factor	Type
$45.07	4,000	SF
Adj. Bldg. S.F. (Card, Sketch)		2593
Units		4
Eff./Act. Year Built: 1968/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
4								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2007 N OCEAN DRIVE, HOLLYWOOD FL 33019	ID #	5142 12 01 1370
Property Owner	JW CPG HOLLYWOOD1 LLC PELLEGRINO NACHUM LLC	Millage	0513
		Use	39-08
Mailing Address	118 S FORMOSA AVE LOS ANGELES CA 90036		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 THRU 15 LESS RD R/W BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$481,210	$3,216,110	$3,697,320	$3,697,320	
2022	$481,210	$3,216,110	$3,697,320	$3,697,320	$79,892.58
2021	$481,210	$1,507,480	$1,988,690	$1,988,690	$44,460.01

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Portability	0	0	0	0
Assessed/SOH	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$3,697,320	$3,697,320	$3,697,320	$3,697,320

Sales History

Date	Type	Price	Book/Page or CIN
3/2/2022	QCD-T	$100	118023954
12/6/2021	WD-Q	$4,250,000	117815277
11/14/2013	WD-Q	$807,500	111942529
10/20/2000	WD	$499,000	30955 / 691
11/3/1995	CET	$100	24122 / 396

Land Calculations

Price	Factor	Type
$45.07	10,677	SF
Adj. Bldg. S.F. (Card, Sketch)		5459
Units		13
Eff./Act. Year Built: 1981/1947		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
5459								

MARTY KIAR BROWARD COUNTY PROPERTY APPRAISER

Site Address	2012 N SURF ROAD, HOLLYWOOD FL 33019	ID #	5142 12 01 1320
Property Owner	ASTRID 10 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 1 THRU 5, 21 & 22, BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$1,961,890	$6,771,660	$8,733,550	$8,733,550	
2022	$1,961,890	$6,771,660	$8,733,550	$7,120,990	$163,979.38
2021	$1,961,890	$4,511,740	$6,473,630	$6,473,630	$141,074.65

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Portability	0	0	0	0
Assessed/SOH	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$8,733,550	$8,733,550	$8,733,550	$8,733,550

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	WD-D	$10,800,000	117904084
4/24/2019	WD-Q	$8,100,000	115773124
10/28/2013	TD-D	$7,200,000	111900098

Land Calculations

Price	Factor	Type
$85.00	23,081	SF
Adj. Bldg. S.F. (Card, Sketch)		16913
Units		29
Eff./Act. Year Built: 1984/1983		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
16913								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2115 N OCEAN DRIVE, HOLLYWOOD FL 33019	ID #	5142 12 01 1510
Property Owner	ASTRID 4 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13,14 & 15 BLK 10, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$536,150	$2,309,030	$2,845,180	$2,152,200	
2022	$536,150	$1,940,250	$2,476,400	$1,956,550	$46,918.72
2021	$536,150	$1,242,540	$1,778,690	$1,778,690	$40,070.75

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,845,180	$2,845,180	$2,845,180	$2,845,180
Portability	0	0	0	0
Assessed/SOH	$2,152,200	$2,845,180	$2,152,200	$2,152,200
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,152,200	$2,845,180	$2,152,200	$2,152,200

Sales History

Date	Type	Price	Book/Page or CIN
6/18/2018	WD-Q	$2,193,000	115180975
10/1/2010	WD-Q	$1,200,000	47426 / 1507
9/5/2001	WD*	$1,000,000	32119 / 1309
6/14/1993	QC*	$100	20832 / 846
1/1/1966	WD	$100,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$45.07	11,896	SF
Adj. Bldg. S.F. (Card, Sketch)		7081
Units		21
Eff./Act. Year Built: 1970/1969		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
7081								

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
ASTRID 2 LLC

Filing Information

Document Number	L12000141827
FEI/EIN Number	35-2459970
Date Filed	11/08/2012
Effective Date	11/07/2012
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2014

Principal Address

315 ROOSEVELT STREET
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN M, ARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGRM

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Title MGR

EISENMANN A, STRID
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Annual Reports

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2021	03/25/2021
2022	04/13/2022
2023	01/19/2023

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06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
10/06/2014 -- REINSTATEMENT	View image in PDF format
10/28/2013 -- REINSTATEMENT	View image in PDF format
11/08/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
ASTRID 4 LLC

Filing Information

Document Number	L18000142243
FEI/EIN Number	83-0822088
Date Filed	06/08/2018
Effective Date	06/27/2018
State	FL
Status	ACTIVE

Principal Address

2115 N. OCEAN DRIVE
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE, FORT LAUDE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

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2021	03/31/2021
2022	04/12/2022
2023	04/24/2023

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03/19/2019 -- ANNUAL REPORT	View image in PDF format
06/08/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
ASTRID 7 LLC

Filing Information

Document Number	L21000449581
FEI/EIN Number	87-3062820
Date Filed	10/15/2021
Effective Date	10/14/2021
State	FL
Status	ACTIVE

Principal Address

2710 N. OCEAN DR.
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2022	04/12/2022
2023	04/24/2023

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04/12/2022 -- ANNUAL REPORT	View image in PDF format
10/15/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
ASTRID 10 LLC

Filing Information

Document Number	L21000513368
FEI/EIN Number	87-3820279
Date Filed	12/03/2021
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/28/2021
Event Effective Date	NONE

Principal Address

3350 SW 57TH PL
FORT LAUDERDALE, FL 33312 UN

Changed: 01/26/2022

Mailing Address

3350 SW 57TH PL
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, Marc
3350 SW 57TH PL
FORT LAUDERDALE, FL 33312

Name Changed: 01/05/2022

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL, MARC EISENMANN
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date

2022	01/05/2022
2023	04/24/2023

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12/28/2021 -- LC Amendment	View image in PDF format
12/03/2021 -- Florida Limited Liability	View image in PDF format

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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
CPG309, LLC

Filing Information

Document Number	L21000533722
FEI/EIN Number	87-4171519
Date Filed	12/20/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/23/2023

Principal Address

309 Oklahoma st.
hollywood, FL 33019

Changed: 02/23/2023

Mailing Address

3350 SW 57 PL
FORT LAUDERDALE, FL 33312

Changed: 02/23/2023

Registered Agent Name & Address

EISENMANN, MARC
155 OFFICE PLAZA DR., SUITE A
TALLAHASSEE, FL 32301

Name Changed: 02/23/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

DRACHMAN, MARK
753 KEARNY DRIVE
VALLEY STREAM, NY 11581

Title AMBR/MANAGER

CHAIMOVITS, IRA
2320 AVENUE M
BROOKLYN, NY 11230

Title AMBR

KONSTAM, ALLEN
1719 E. 33RD STREET
BROOKLYN, NY 11234

Annual Reports

Report Year	Filed Date
2022	02/23/2023
2023	02/23/2023

Document Images

02/23/2023 -- REINSTATEMENT	View image in PDF format
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12/20/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JULIA 1 LLC

Filing Information

Document Number	L08000098291
FEI/EIN Number	26-3603967
Date Filed	10/20/2008
Effective Date	10/17/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/04/2014

Principal Address

333 OKLAHOMA ST.
HOLLYWOOD, FL 33019

Changed: 02/06/2009

Mailing Address

3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/25/2021
2022	04/13/2022

2023	04/24/2023

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01/07/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- REINSTATEMENT	View image in PDF format
03/30/2012 -- REINSTATEMENT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
02/06/2009 -- ANNUAL REPORT	View image in PDF format
10/20/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JULIA 2 LLC

Filing Information

Document Number	L08000098297
FEI/EIN Number	26-3604011
Date Filed	10/20/2008
Effective Date	10/17/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/04/2014

Principal Address

324 MCKINLEY ST.
HOLLYWOOD, FL 33019

Changed: 02/06/2009

Mailing Address

3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/31/2021
2022	04/13/2022

2023	04/24/2023

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03/31/2021 -- ANNUAL REPORT	View image in PDF format
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01/07/2015 -- ANNUAL REPORT	View image in PDF format
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02/06/2009 -- ANNUAL REPORT	View image in PDF format
10/20/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JW CPG HOLLYWOOD1, LLC

Filing Information

Document Number	L22000016256
FEI/EIN Number	87-4436231
Date Filed	01/13/2022
State	FL
Status	ACTIVE

Principal Address

118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Mailing Address

118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

FRIEDMAN, JUDITH
118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Annual Reports

Report Year	Filed Date
2023	07/17/2023

Document Images

07/17/2023 -- ANNUAL REPORT	View image in PDF format
01/13/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JW CPG HOLLYWOOD2, LLC

Filing Information

Document Number	L22000016265
FEI/EIN Number	87-4466185
Date Filed	01/13/2022
State	FL
Status	ACTIVE

Principal Address

118 S. Formosa Ave.
Los Angeles, CA 90036

Changed: 07/17/2023

Mailing Address

118 S. Formosa Ave.
Los Angeles, CA 90036

Changed: 07/17/2023

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

FRIEDMAN, JUDITH
118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Annual Reports

Report Year	Filed Date

2023	07/17/2023

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Florida Department of State, Division of Corporations

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
PARADISE JULIA TERRACE LLC

Filing Information

Document Number	L18000209104
FEI/EIN Number	83-1800108
Date Filed	08/31/2018
Effective Date	08/31/2018
State	FL
Status	ACTIVE

Principal Address

1907 N. SURF RD.
HOLLYWOOD, FL 33021 UN

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Annual Reports

Report Year	Filed Date
2021	03/31/2021
2022	04/12/2022
2023	04/24/2023

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03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
08/31/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
PELLEGRINO NACHUM LLC

Filing Information

Document Number	L22000023654
FEI/EIN Number	NONE
Date Filed	01/21/2022
State	FL
Status	ACTIVE

Principal Address

3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Mailing Address

3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Annual Reports

No Annual Reports Filed

Document Images

01/21/2022 -- Florida Limited Liability View image in PDF format

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 18 and 19, Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, as tenants in common

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1550

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from A.V. Bailey and Theodore Bailey, her husband, to Maria V. Albright, dated September 21, 1937, filed October 1, 1937, and recorded in Deed Book 301, Page 1.**

2. **Warranty Deed from Lucille Astorina, individually and as Personal Representative of the Estate of Maria Herdeg, also known as Maie V. Herdeg, and also known as Maria V. Albright, Deceased, to Lucille Astorino, dated February 4, 1988, filed February 9, 1988, and recorded in Official Records Book 15179, Page 229.**

3. **Warranty Deed from Lucille Astorino, a married woman, to Samuel P. Sambataro, dated June 10, 1988, filed June 30, 1988, and recorded in Official Records Book 15565, Page 122.**

4. **Warranty Deed from Samuel P. Sambataro, a married man, to Mario Plante and Denyse Plante, husband and wife, dated October 16, 1991, filed October 24, 1991, and recorded in Official Records Book 18857, Page 860.**

5. **Warranty Deed from Mario Plante and Denyse Plante, husband and wife, Hollywood By The Sea, LLC, a New Hampshire limited liability company, dated April 29, 2003, filed January 29, 2004, and recorded in Official Records Book 36834, Page 621.**

6. **Warranty Deed from Hollywood By The Sea, LLC, a New Hampshire limited liability company, to Aventura 1973, LLC, a Florida Limited Liability Company, dated October 30, 2013, filed November 19, 2013, and recorded in Official Records Book 50343, Page 1080; Corrective Warranty Deed filed April 28, 2014, and recorded in Official Records Book 50732, Page 1041.**

7. **Warranty Deed from Aventura 1973, LLC, a Florida Limited Liability Company, to Nueva Biarritz LLC, a Florida Limited Liability Company, dated June 26, 2018, filed July 10, 2018, and recorded in Instrument # 115190691.**

8. **Warranty Deed from Biarritz LLC, a Florida limited liability company, to L&M Integrities LLC, a Florida limited liability company, Mimi B & Family, a Florida limited liability company, JW Beverly LLC, a California limited liability company, dated November 18, 2021, filed November 19, 2021, and recorded in Instrument # 117750274.**

9. **Quitclaim Deed from L&M Integrities LLC, a Florida limited liability company, Mimi B & Family, a Florida limited liability company, and JW Beverly LLC, a California limited liability company, to JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, as tenants in common, dated March 15, 2022, filed March 21, 2022, and recorded in Instrument # 118020958.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement; Collateral Assignment of Lease, Profits and Rents between JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, and Banesco USA, a State chartered bank, dated March 15, 2022, filed March 21, 2022, and recorded in Instrument # 118020959.**

2. **UCC Financing Statement Form filed March 21, 2022, and recorded in Instrument # 118020960.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Declaration of Covenants, Conditions and Restrictions filed August 19, 1992, and recorded in Official Records Book 19796, Page 307.**

5. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**

6. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

7. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

8. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152532.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

JW CPG Hollywood2, LLC
Pellegrino Nachum LLC
L&M Integrities LLC
Mimi B & Family

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**320 NEBRASKA STREET, HOLLYWOOD FL 33019**	ID #	5142 12 01 1550
Property Owner	JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL	**Millage**	0513
		Use	39-08
Mailing Address	118 S FORMOSA AVE LOS ANGELES CA 90036		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,140	$1,996,180	$2,294,320	$2,294,320	
2022	$298,140	$1,996,180	$2,294,320	$2,294,320	$49,214.96
2021	$298,140	$1,101,290	$1,399,430	$1,399,430	$30,706.76

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Portability	0	0	0	0
Assessed/SOH	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,294,320	$2,294,320	$2,294,320	$2,294,320

Sales History

Date	Type	Price	Book/Page or CIN
3/11/2022	QCD-T	$100	**118020958**
11/16/2021	WD-Q	$2,700,000	**117750274**
6/26/2018	WD-Q	$1,800,000	**115190691**
4/21/2014	DRR-T	$100	**112250462**
10/30/2013	WD-Q	$1,120,000	**111938475**

Land Calculations

Price	Factor	Type
$45.07	6,615	SF
Adj. Bldg. S.F. (Card, Sketch)		3997
Units		7
Eff./Act. Year Built: 1994/1994		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
3997								

Real Estate Account #514212-01-1550

Owner:
JW CPG HOLLYWOOD2 LLC
PELLEGRINO NACHUM LLC ETAL

Situs:
320 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687355	—	0513	$0.00	PAID Print (PDF)

If paid by: Mar 31, 2023
Please pay: $0.00

Combined taxes and assessments: $49,214.96

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$2,294,320.00	$0.00	$2,294,320.00	$12,688.97
VOTED DEBT	0.13840	$2,294,320.00	$0.00	$2,294,320.00	$317.53
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$2,294,320.00	$0.00	$2,294,320.00	$10,212.02
CAPITAL OUTLAY	1.50000	$2,294,320.00	$0.00	$2,294,320.00	$3,441.48
VOTER APPROVED DEBT LEVY	0.18730	$2,294,320.00	$0.00	$2,294,320.00	$429.73
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$2,294,320.00	$0.00	$2,294,320.00	$75.02
OKEECHOBEE BASIN	0.10250	$2,294,320.00	$0.00	$2,294,320.00	$235.40
SFWMD DISTRICT	0.09480	$2,294,320.00	$0.00	$2,294,320.00	$217.50
SOUTH BROWARD HOSPITAL	0.10100	$2,294,320.00	$0.00	$2,294,320.00	$231.73
Total Ad Valorem Taxes	**20.77520**				**$47,664.96**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$2,294,320.00	$0.00	$2,294,320.00	$1,032.44
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46550	$2,294,320.00	$0.00	$2,294,320.00	$17,130.54
DEBT SERVICE	0.68930	$2,294,320.00	$0.00	$2,294,320.00	$1,579.13
FL INLAND NAVIGATION	0.03200	$2,294,320.00	$0.00	$2,294,320.00	$73.42
Total Ad Valorem Taxes	**20.77520**				**$47,664.96**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,322.00
HLWD FIRE INSPECTION		$228.00
Total Non-Ad Valorem Assessments		**$1,550.00**

Parcel Details

Owner: JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL

Situs: 320 NEBRASKA ST

Account 514212-01-1550

Alternate Key 687355

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Assessed value: $2,294,320

School assessed value: $2,294,320

2022 TAX AMOUNTS

Ad valorem: $47,664.96

Non-ad valorem: $1,550.00

Total Discountable: $49,214.96

Total tax: $49,214.96

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave, Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1550

Owner:
JW CPG HOLLYWOOD2 LLC
PELLEGRINO NACHUM LLC ETAL

Situs:
320 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **03/26/2023** for **$49,214.96**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $49,214.96	03/26/2023	**Receipt** #WWW-22-00210288	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $29,478.49	11/19/2021	**Receipt** #WWW-21-00074018	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $36,459.49	04/23/2021	**Receipt** #WWW-20-00201028	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $35,554.18	05/01/2020	**Receipt** #WWW-19-00175290	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $29,453.02	05/06/2019	**Receipt** #WWW-18-00167230	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $27,326.10	03/16/2018	**Receipt** #01A-17-00004905	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $25,757.74	05/22/2017	**Receipt** #02A-16-00004577	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $24,680.50	02/08/2016	**Receipt** #WWW-15-00095668	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $25,126.03	03/06/2015	**Receipt** #04B-14-00007153	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $14,593.84	11/15/2013	**Receipt** #04B-13-00001158	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $14,394.24	12/31/2012	**Receipt** #LBX-12-00159069	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $14,055.72	12/31/2011	**Receipt** #LBX-11-00163806	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $15,251.51	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
2009					
2009 Annual Bill	$0.00	**Paid** $17,126.31	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
Certificate #17650		**Redeemed**	03/25/2011	**Face** $16,304.82, **Rate** 5.25 %	
		Paid $17,126.31			
2008					
2008 Annual Bill	$0.00	**Paid** $15,005.66	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
Certificate #21829		**Redeemed**	03/25/2011	**Face** $12,675.56, **Rate** 10%	
		Paid $15,005.66			
2007 Annual Bill	$0.00	**Paid** $11,961.95	12/01/2007	**Receipt** #2007-7472353	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $12,260.55	11/30/2006	**Receipt** #2006-7173229	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $9,974.34	12/15/2005	**Receipt** #2005-2007098	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2004 Annual Bill	$0.00	**Paid** $9,831.20	11/23/2004	**Receipt** #2004-9108806	Print (PDF)
Total Amount Due	**$0.00**				

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WARRANTY DEED

This Indenture,

175095

Made this 21st day of September A. D. 19 57.

Between [illegible] and [illegible], her husband,

of the County of [illegible] and State of [illegible]

part [illegible] of the first part, and [illegible] V. ALBRIGHT,

of the County of [illegible] and State of [illegible]

part [illegible] of the second part. **Witnesseth,** that the said part [illegible] of the first part, for and in consideration of the sum of [illegible] dollars, to [illegible] in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part [illegible] of the second part and [illegible] heirs and assigns forever, all that certain parcel of land lying and being in the County of [illegible] and State of [illegible], more particularly described as follows:

[illegible]

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. **To Have and to Hold** the same in fee simple forever.

And the said part [illegible] of the first part do [illegible] covenant with the said party [illegible] of the second part that [illegible] lawfully seized of the said premises, that they are free from all encumbrances and that [illegible] good right and lawful authority to sell the same; and the said part [illegible] of the first part do [illegible] hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part [illegible] of the first part has [illegible] hereunto set [illegible] hand [illegible] and seal [illegible] the day and year above written.

Signed, sealed and delivered in our presence:

[illegible]

State of ~~Florida~~ NEW YORK

County of NEW YORK

I Hereby Certify, *That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared* A.V.B.BAILEY and THEODORUS BAILEY,her husband,

to me well known and known to me to be the individual s *described in and who executed the foregoing deed, and* they *acknowledged then and there before me that* they *executed said deed.*

And I Further Certify, *That the said* A.V.B.Bailey *known to me to be the wife of the said* Theodorus Bailey *on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*

Witness *my hand and official seal this* [illegible] *day of* September, [illegible]

My commission expires [illegible] *day of* [illegible]

Warranty Deed

[illegible] Bailey, et vir.

To

Maria [illegible] Albright

Date

Abstract of Description

State of Florida.
County of

On this [illegible] day of [illegible] A. D. 19[illegible] at [illegible] o'clock [illegible] M. this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page [illegible] of Book [illegible] in the public records of said County.

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.*

[illegible] Clerk.

[illegible] D.C.

RECEIVED
FILED FOR RECORD
OCT-1 1937

179095

INDEXED

STATE OF FLORIDA
COUNTY OF BROWARD

The instrument filed for record [illegible] day of Oct. 1937 and recorded in book 301 of Deeds on page 1 RECORD VERIFIED.

E. R. BENNETT, Clerk of the Circuit Court
By [illegible] D.C.

88052281

RECORD AND RETURN TO:

This instrument was prepared by:
JOHN E. AURELIUS
JAMES, BIELEJESKI & AURELIUS, P.A.
4307 North Federal Highway
FORT LAUDERDALE, FLORIDA 33308

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 4th day of February 19 88, **Between** LUCILLE ASTORINO, individually and as Personal Representative of the Estate of Maria Herdeg, also known as Marie V. Herdeg, and also known as Maria V. Albright, Deceased,

of the County of Brevard, State of Florida, grantor*, and

LUCILLE ASTORINO

whose post office address is 3525 James Road, Cocoa, Florida 32228

of the County of Brevard, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100---------- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

'88 FEB 9 PM 1 22

Lots 18 and 19, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

$ 55
in Broward County for Documentary Stamp Tax as required by law
Margaret Hom D Deputy

BK15179PG229

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the grantor herein.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Witness
Witness

LUCILLE ASTORINO, individually and as Personal Representative of the Estate of Maria Herdeg, a/k/a Marie V. Herdeg, a/k/a Maria V. Albright (Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LUCILLE ASTORINO, individually and as Personal Representative of the Estate of Maria Herdeg, a/k/a Marie V. Herdeg, a/k/a Maria V. Albright, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of February 19 88.

Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

NOTARY PUBLIC STATE OF FLORIDA

S.D
L.C
M.H.

88258621

605.00 Documentary Stamp Tax Paid in Brevard County for Documentary Stamp Tax as required by law.
Kelly Milligan Deputy

This instrument was prepared by:
JOHN E. AURELIUS
JAMES, BIELEJESKI & AURELIUS, P.A.
4347 North Federal Highway
FORT LAUDERDALE, FLORIDA 33308

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 10 day of June 1988. **Between**

LUCILLE ASTORINO, a married woman

of the County of Brevard, State of Florida, grantor*, and

SAMUEL P. SAMBATARO

whose post office address is 2120 Surf Road, Hollywood 33019

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of -------$10.00----------
----------Ten and 00/100---------- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 18 and 19, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

Subject to restrictions, reservations, easements and limitations of record, if any, and taxes for the year 1988, and all subsequent years.

GRANTOR COVENANTS AND WARRANTS THAT THE ABOVE DESCRIBED REAL PROPERTY DOES NOT CONSTITUTE ANY PORTION OF HER HOMESTEAD, AND THAT, IN FACT, SHE RESIDES AT: 3525 James Road, Cocoa, Florida 32228

JUN 30 11 08 AM '88

BK 15565 PG 122

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

② Jane Sawan
③ Marilyn Cayon

① Lucille Astorino (Seal)
LUCILLE ASTORINO
(Seal)
(Seal)
L. A. HESTER
COUNTY ADMINISTRATOR (Seal)

STATE OF FLORIDA
COUNTY OF BREVARD
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
LUCILLE ASTORINO
to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that S he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 10 ④ day of June 19 88.

⑤ Marian Shum
Notary Public

My commission expires: ⑥ RECORD & RETURN TO :
TOWN & COUNTRY TITLE
499 N.W.70th Ave
Plantation Fla.
88-2802 33317

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN. 15, 1992.

(SEAL)

91424691

Stamps $ 600.00 Tax $ _____
Documentary Intangible
Recorded in Broward County as required by
Peggy Vicat
Deputy Clerk

Parcel ID Number: 90-1-1212-01-15500-61-15400--56
Grantee #1 TIN: 002-42-7288
Grantee #2 TIN: 001-46-7336

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 16th day of October, 1991 A.D., Between
SAMUEL SAMBATARO, a married man,

of the County of Broward, State of Florida, grantor, and
MARIO PLANTE and DENYSE PLANTE, husband and wife,

whose address is: 9 OLD DERRY RD, HUDSON, New Hampshire 03051

of the County of, State of New Hampshire, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of ---------- DOLLARS, ---------- TEN & NO/100($10.00) ---------- and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs and assigns forever, the following described land, situate, lying and being in the county of Broward State of Florida to wit:

LOTS 18 AND 19, BLOCK 10, HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1990.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 2120 SURF RD HOLLYWOOD, FL .

THOSE CERTAIN DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF

(Continued on attached)

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Peari Goodman
Stanley T. Szczebak

SAMUEL SAMBATARO (Seal)
(Seal)
(Seal)
(Seal)

STATE OF Florida
COUNTY OF Broward
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared
SAMUEL SAMBATARO, a married man,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October, 1991.
This Document Prepared By:
STANLEY T. SZCZEBAK
1816 HARRISON ST.,
HOLLYWOOD, FL 33020

NOTARY PUBLIC, STATE OF Florida Stanley T. Szczebak
My Commission Expires:

91 OCT 21 PM 3:02

BK18857PG0860

BROWARD COUNTY, FLORIDA.
TERMS AND PROVISIONS OF ALL AGREEMENTS AND FRANCHISES PERTAINING TO THE COST, INSTALLATION, OPERATION AND MAINTENANCE OF GAS, WATER AND/OR SEWER FACILITIES.
ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN.

BK 8857 PG 0861

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

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

Parcel ID Number: 90-1-1212-01-15500-61-15400--56

WARRANTY DEED

THIS INDENTURE, Made this 29th day of April, 2003 A.D., Between MARIO PLANTE and DENYSE PLANTE, husband and wife, whose address is 9 Old Derry Road, Hudson, New Hampshire 03051, Grantors, and HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company, with a principal mailing address at 9 Old Derry Road, Hudson, New Hampshire 03051, Grantee.

WITNESSETH: That the Grantors, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Broward County, State of Florida, to wit:

LOTS 18 AND 19, BLOCK 10, HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2002.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors. The Grantors' HOMESTEAD address is 9 Old Derry Road, Hudson, New Hampshire.

THOSE CERTAIN DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

TERMS AND PROVISIONS OF ALL AGREEMENTS AND FRANCISES PERTAINING TO THE COST, INSTALLATION, OPERATION AND MAINTENACE OF GAS, WATER AND/OR SEWER FACILITIES.

ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN.

AND the Grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

This conveyance is exempt from the documentary stamp tax pursuant to FLORIDA DEPARTMENT OF REVENUE v. KURO, INC. 728 So.2d 201 (Fla. 1998).

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

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

Signed, sealed and delivered in our presence:

Witness Signature
Printed Name: Kathleen Campa

Witness Signature
Printed Name: Patrick Minnihan

Witness Signature
Printed Name: Kathleen Campa

Witness Signature
Printed Name: Patrick Minnihan

Mario Plante
9 Old Derry Road
Hudson, New Hampshire 03051

Denyse Plante
9 Old Derry Road
Hudson, New Hampshire 03051

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } April 29, 2003

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

MARIO PLANTE

to me known to be the person described herein and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, A.D. 2003.

My Commission Expires: October 1, 2004

(SEAL)

Notary Signature

Jeffrey P. Hart
Printed Notary Name

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } April 29, 2003

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

DENYSE PLANTE

to me known to be the person described herein and who executed the foregoing instrument and she acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, A.D. 2003.

My Commission Expires: October 1, 2004

Notary Signature

Jeffrey P. Hart
Printed Notary Name

(SEAL)

INSTR # 111899465, OR BK 50292 PG 680, Page 1 of 2, Recorded 10/29/2013 at 01:26 PM, Broward County Commission, Doc. D: $3430.00 Deputy Clerk 3505

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Title Associates USA, LLC
9174 GLADES ROAD
BOCA RATON, FLORIDA 33434

Property Appraisers Parcel Identification (Folio) Number: 5039 01 02 2370
State of Florida Deed Documentary Stamps paid on this transaction: **$3,430.00**

_____SPACE ABOVE THIS LINE FOR RECORDING DATA_____

WARRANTY DEED

THIS WARRANTY DEED, made the **21st** day of **October, 2013** by **Jaime Carvajal, a married man, and Arminda M. Carvajal, a single woman,** herein called the Grantors, to **Jorge Aguirre, a married man and Ana Paula Aguirre, a single woman, as Joint Tenants With Rights Of Survivorship,** whose post office address is **808 Heritage Drive, Weston, FL 33326,** hereinafter called the Grantees:

(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)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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 Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

This property is not the homestead of Grantors or contiguous thereto.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Jaime Carvajal
246 Las Brisas Circle
Weston, FL 33326

Arminda M. Carvajal
2214 Weston Road
Weston, FL 33326

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of October, 2013 by Jaime Carvajal and Arminda M. Carvajal who are personally known to me or have produced FL D License as identification.

SEAL

Notary Public

Printed Notary Name

My Commission Expires:

ILIANA CARDENTEY
MY COMMISSION # FF 025791
EXPIRES: July 15, 2017
Bonded Thru Notary Public Underwriters

File No.: WT056-13

4

This instrument prepared by:
DAVID A. SILVERSTONE, ESQ.
800 SE Third Ave., #200
Ft. Lauderdale, FL 33316

Return to ;
Title Associates USA, LLC
4410 Weston Road
Weston, FL 33331

Folio No.: 514212-01-1550

WARRANTY DEED

THIS INDENTURE, made this 30th day of October, A.D. 2013, between **HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company,** whose post office address is 9 Old Derry Road, Hudson, NH, 03051, grantor, and **AVENTURA 1973, LLC, a Florida Limited Liability Company,** whose mailing address is 4769 SW 72nd Ave., Davie, FL 33314, grantee.

WITNESSETH, That the said grantors, for and in consideration of the sum of TEN and NO/100THS ($10.00) Dollars, to them in hand paid by the said grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees' heirs and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to wit:

Lots 18 & 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to: **1.** **Taxes for 2014 and subsequent years.**
2. **Conditions, restrictions, easements, covenants, and governmental regulations of record.**

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 they are lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

2

Signed, sealed and delivered in the presence of:

Witnesses:

Jennie Arnold

Printed Name: Jennie Arnold

Jennie Arnold

Printed Name: Jennie Arnold

HOLLYWOOD BY THE SEA, LLC:

By: Mario Plante

MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust Dated June 11, 2002, Managing Member

By: Denyse Plante

DENYSE PLANTE, Trustee of the Denyse Plante 2002 Family Trust Dated June 11, 2002, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY Hillsborough

SWORN TO AND SUBSCRIBED before me this 30th day of October, 2013 by MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust dated June 11th, 2002, and Denyse Plante, Trustee of the Denyse Plante 2002 Family Trust dated June 11th, 2002, who has\has not taken an oath and is personally known to me or have provided to me as identification the following: NH drivers license.

NOTARY PUBLIC

My Commission Expires: 2/22/17

CHRISTINE S. ST. LAURENT
MY COMMISSION EXPIRES FEB. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

INSTR # 112250462, OR BK 50732 PG 1041, Page 1 of 2, Recorded 04/28/2014 at 12:04 PM, Broward County Commission, Doc. D: $0.70 Deputy Clerk 3305

This instrument prepared by:
DAVID A. SILVERSTONE, ESQ.
800 SE Third Ave., #200
Ft. Lauderdale, FL 33316

Return to ;
Title Associates USA, LLC
4410 Weston Road
Weston, FL 33331

Folio No.: 514212-01-1550

Corrective**
WARRANTY DEED

THIS INDENTURE, made this 21st day of February, A.D. 2014, between **HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company,** whose post office address is 9 Old Derry Road, Hudson, NH, 03051, grantor, and **AVENTURA 1973, LLC, a Florida Limited Liability Company,** whose mailing address is 4769 SW 72nd Ave., Davie, FL 33314, grantee.

WITNESSETH, That the said grantors, for and in consideration of the sum of TEN and NO/100THS ($10.00) Dollars, to them in hand paid by the said grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees' heirs and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to wit:

Lots 18 & 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to: 1. **Taxes for 2014 and subsequent years.**
2. **Conditions, restrictions, easements, covenants, and governmental regulations of record.**

****Corrects Warranty Deed recorded in O.R. Book 50343, Page 1080, to provide proper number of witnesses.**

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 they are lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Printed Name: Donna J. Pouliot

Printed Name: Claire T. Morel

HOLLYWOOD BY THE SEA, LLC:

By:
MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust Dated June 11, 2002, Managing Member

By:
DENYSE PLANTE, Trustee of the Denyse Plante 2002 Family Trust Dated June 11, 2002, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY Hillsborough

SWORN TO AND SUBSCRIBED before me this 21st day of February, 2014 by MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust dated June 11th, 2002, and Denyse Plante, Trustee of the Denyse Plante 2002 Family Trust dated June 11th, 2002, who has\has not taken an oath and is personally known to me or have provided to me as identification the following: Drivers License.

NOTARY PUBLIC

My Commission Expires: 2/22/17

CHRISTINE S. ST. LAURENT
MY COMMISSION EXPIRES FEB. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

3

Contract # 310

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 27th day of October, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and AVENTURA 1973 LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 7179 Pembroke Road, Pembroke Pines, FL 33023 ("Property Owner"), owner of the property located at 320 Nebraska Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Sonia Tello & Ruben Rodriguez, an authorized representative, this 21st day of October, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____ BY: _____
Phyllis Lewis, Secretary Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

AVENTURA 1973 LLC

BY: _____
Sonia M Tello

BY: _____
Ruben Gallego Rodriguez

NOTARY

CHERYL BOOTH
Notary Public - State of Florida
Commission # FF 182724
My Comm. Expires Jan 4, 2019

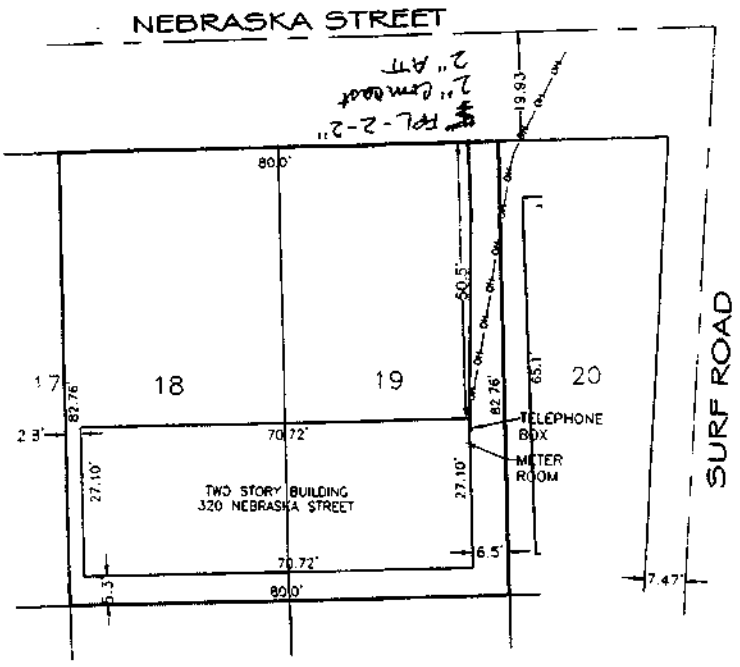
CHERYL BOOTH
Notary Public - State of Florida
Commission # FF 182724
My Comm. Expires Jan 4, 2019

Acknowledgement of Sonia M Tello and Ruben Gallego Rodriguez Signatures 10/27/2016. IDS presented

310

DESCRIPTION:

LOTS 18 AND 19, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES

1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF NEVADA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB # [illegible] | DATE: 08/09/18
SCALE: 1" = 20' | FILE No.
DRAWN BY: JV | CHECKED BY: SKS

STEPHEN K. SEELY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

Instr# 115190691 , Page 1 of 2, Recorded 07/10/2018 at 11:14 AM
Broward County Commission
Deed Doc Stamps: $12600.00

Prepared by and return to:
Melinda Grimaldi, Esq.

Law Office of Melinda Grimaldi, PL
2719 Hollywood Blvd
Hollywood, FL 33020
954-491-8707
File Number: **18-0502-S**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **June, 2018** between **Aventura1973, LLC, a Florida Limited Liability Company** whose post office address is **7179 Pembroke RD, Hollywood, FL 33023**, grantor, and **Nueva Biarritz LLC, a Florida Limited Liability Company** whose post office address is **7951 Riviera Blvd, Suite 210, Miramar, FL 33023**, 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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

> **Lots 18 and 19, Block 10, of HOLLYWOOD BEACH CLUB FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.**
>
> **Parcel Identification Number: 514212011550**

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

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:

Aventura1973, LLC

By: _____
Sonia Tello, Managing Member

Witness Name: Melinda Grimaldi

Witness Name: Bhavika Ramprasad

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 20 day of June, 2018 by Sonia Tello, Managing member of Aventura 1973, LLC, on behalf of the limited liability company. He/she [ ] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

MELINDA GRIMALDI
Notary Public - State of Florida
Commission # GG 167650
My Comm. Expires Dec 17, 2021
Bonded through National Notary Assn.

DoubleTime®

Instr# 117750274 , Page 1 of 2, Recorded 11/19/2021 at 11:59 AM
Broward County Commission
Deed Doc Stamps: $18900.00

This Document Prepared By:
Alvaro Castillo
Alvaro Castillo P.A.
1390 Brickell Ave Suite 200
Miami Florida 33131
Return to:

Parcel ID Number: 514212-01-1550

Warranty Deed

This Indenture, Made this 18th day of Nov, 2021 A.D., **Between**
Nueva Biarritz LLC, a Florida limited liability company

of the County of Broward, State of Florida, **grantor,** and
L&M Integrities LLC, a Florida limited liability Company, Mimi B & Family, a Florida limited liability company, JW Beverly LLC, a california limited liability company , as Tenants in Common
whose address is: 4326 Post Ave, Miami Beach, FL 33140

of the County of Miami-Dade, State of Florida, **grantee.**
Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Restriction, reservations and easements, dedications, rights-of-way and limitations of record, if any, without hereby imposing same.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Laser Generated by © Display Systems, Inc. 2021 (863) 763-5555 Form FLWD-2

Warranty Deed - Page 2

Parcel ID Number: 514212-01-1550

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Nueva Biarritz LLC, a Florida limited liability company

By: _____ (Seal)
Tim Suazo, Manager
P.O. Address: 7951 Riviera Blvd Suite 101, Miramar, FL 33023

Printed Name: W. S. Lavere
Witness

Printed Name: Manuel B. Pujols
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 16th day of November, 2021 by Tim Suazo, Manager of Nueva Biarritz LLC, a Florida limited liability company who is personally known to me or who has produced his _____ as identification.

Printed Name: Mariam Lievano
Notary Public
My Commission Expires: 09/06/2022

Notary Public State of Florida
Mariam Lievano
My Commission GG 256259
Expires 09/06/2022

Laser Generated by © Display Systems, Inc., 2021 (863) 761-5555 Form FLWD-2

THIS INSTRUMENT WAS PREPARED BY:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence NY 11559

Tax Parcel Number: 514212-01-1550

QUITCLAIM DEED

This Quitclaim Deed made this 15th day of MARCH, 2022, by **L&M Integrities LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **Mimi B & Family LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **and JW Beverly LLC, a California limited liability company,** whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, **as tenants in common** hereinafter called the grantor, convey a sixty-six and four-tenths percent (66.40%) interest to **JW CPG Hollywood2, LLC, a Florida limited liability company**, whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, a twenty percent (20%) interest to **Pellegrino Nachum LLC, a Florida limited liability company,** whose post office address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, a six and eight-tenths percent (6.8%) interest to **L&M Integrities LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, and a six and eight-tenths percent (6.8%) interest to **Mimi B & Family LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **as tenants in common,** hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten Dollars ($10.00) , and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in the County of Broward and State of Florida, to wit:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

This property is not the homestead of the Grantor(s).

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

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for 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, Grantor has executed and delivered this Quit Claim Deed under seal as of the day and year first above written. Signed, Sealed and Delivered in Our Presence:

L&M Integrities LLC,
a Florida limited liability company

Witness Signature
Witness Printed Name David Ettelson

Witness Signature
Witness Printed Name Milan Ivory

By:
Title: owner

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of March 2022(year), by Levi Boymelgreen. S/he is personally known to me [or has produced Driver License as identification] and is authorized to act on behalf of L&M Integrities LLC.

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

Milan Ivory

Print Name: Milan Ivory
Notary Public, State of Florida
My commission expires: 03-23-2025

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

Mimi B & Family LLC,
a Florida limited liability company

Witness Signature _____
Witness Printed Name David Etxeberria

Witness Signature Milan Ivory
Witness Printed Name Milan Ivory

By: _____
Title:

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of March 2022 (year), by Miriam Boyenslycen . S/he is personally known to me [or has produced Drivers License as identification] and is authorized to act on behalf of Mimi B & Family LLC.

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

Milan Ivory

Print Name: Milan Ivory
Notary Public, State of Florida
My commission expires: 03-23-2025

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

JW Beverly LLC,
a California limited liability company

Witness Signature _____
Witness Printed Name Ari Friedman

Witness Signature _____
Witness Printed Name ARISRED R STUNA

By: Judith Friedman
Title: authorized member

STATE OF _____)
COUNTY OF _____)

PLEASE SEE ATTACHED NOTARIAL CERTIFICATE 3/11/2022

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, __(year), by _____. S/he is personally known to me [or has produced _____ as identification] and is authorized to act on behalf of JW Beverly LLC.

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

_____

Print Name: _____
Notary Public, State of _____
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 3/11/2022 before me, ARISTEO R. SILVA, Notary Public
(insert name and title of the officer)

personally appeared JUDITH FRIEDMAN,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARISTEO R. SILVA
Notary Public - California
Los Angeles County
Commission # 2268092
My Comm. Expires Dec 19, 2022

This instrument prepared by and should be returned to:

I. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 15th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD2, LLC, a Florida limited liability company,** whose address is 118 S. Formosa Avenue, Los Angeles, California 90036, **PELLEGRINO NACHUM LLC, a Florida limited liability company,** whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, **MIMI B & FAMILY LLC, a Florida limited liability company,** whose address is 825 90th Street, Surfside, Florida 33154, **L&M INTEGRITIES LLC, a Florida limited liability company,** whose address is 825 90th Street, Surfside, Florida 33154 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **$1,722,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing. and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: Ari Friedman

Sign: _____
Print Name: ARISTEO RESTUM

MORTGAGOR:
JW CPG HOLLYWOOD2, LLC, a Florida
limited liability company

By: _____
Name: Judith Friedman
Title: Authorized Member

STATE OF CALIFORNIA)
: **SS**
COUNTY OF _____)

PLEASE SEE ATTACHED
NOTARIAL CERTIFICATE
9 3/11/2022

BEFORE ME, the undersigned authority, **by means of ☐ physical presence or ☐ online notarization**, on this ____ day of March, 2022, appeared Judith Friedman, as Authorized Member of JW CPG HOLLYWOOD2, LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (__) who has produced _____ as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of California
Print Name:_____
My Commission Expires:

SIGNATURE CONTINUED ON NEXT PAGE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 3/11/2022 before me, ARISTEO R. SILVA, Notary Public
(insert name and title of the officer)

personally appeared JUDITH FRIEDMAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARISTEO R. SILVA
Notary Public - California
Los Angeles County
Commission # 2268092
My Comm. Expires Dec 19, 2022

Signed, sealed and delivered
in the presence of witnesses:

Sign: Darlene Y. Ragin
Print Name: Darlene Y Ragin

Sign: Yionon Saborio
Print Name: Yionon Saborio

MORTGAGOR:
PELLEGRINO NACHUM LLC, a Florida limited liability company

By: [signature]
Name: Marc Eisenmann
Title: Manager

STATE OF FLORIDA)
: SS
COUNTY OF Broward **)**

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 11th day of March, 2022, appeared Marc Eisenmann as Manager of PELLEGRINO NACHUM LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (✓) who has produced FLDL as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

Darlene Y. Ragin (seal)
NOTARY PUBLIC, State of Florida
Print Name: Darlene Y. Ragin
My Commission Expires: Oct. 13, 2023

DARLENE Y RAGIN
Notary Public - State of Florida
Commission # GG 922370
My Comm. Expires Oct 13, 2023
Bonded through National Notary Assn.

SIGNATURE CONTINUED ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: David Ettelson

Sign: _____
Print Name: Milan Ivory

MORTGAGOR:
MIMI B & FAMILY LLC, a Florida limited liability company

By: _____
Name: Miriam Boymelgreen
Title: Authorized Member

STATE OF FLORIDA)
Miami-Dade : SS
COUNTY OF _____)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization,** on this 11 day of March, 2022, appeared Miriam Boymelgreen as Authorized Member of MIMI B & FAMILY LLC, a Florida limited liability company, on behalf of the company, who (_) is personally known to me or (✓) who has produced Drivers License as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name: Milan Ivory
My Commission Expires: 03-23-2025

SIGNATURE CONTINUED ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: David Ettelson

Sign: _____
Print Name: Milan Ivory

MORTGAGOR:
L&M INTEGRITIES LLC, a Florida limited liability company

By: _____
Name: Levi Boymelgreen
Title: Authorized Member

STATE OF FLORIDA)
: SS
COUNTY OF Miami-Dade)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization,** on this 11 day of March, 2022, appeared Levi Boymelgreen as Authorized Member of L&M INTEGRITIES LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (✓) who has produced Drivers License as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name: Milan Ivory
My Commission Expires: 03-23-2025

EXHIBIT A

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address Blaxberg@blaxgray.com

C. SEND ACKNOWLEDGEMENT TO
Name I. Barry Blaxberg

Address 25 SE 2nd Avenue, Suite 730

City/State/Zip Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME JW CPG HOLLYWOOD2, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 118 S. Formosa Avenue	This space not available.			
MAILING ADDRESS Line Two	CITY Los Angeles	STATE CA	POSTAL CODE 90036	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME PELLEGRINO NACHUM LLC				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 3350 SW 57th Place	This space not available			
MAILING ADDRESS Line Two	CITY Ft. Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME **BANESCO USA**, a State chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 150 Alhambra Circle, Ste. 1000	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: the collateral listed on Exhibit B, which is located on the real property more fully described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0499

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
JW CPG HOLLYWOOD2, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
BANESCO USA, a State chartered bank				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate

Address: 320 Nebraska Street, Hollywood, Florida 33020
Parcel ID: 5142 12 01 1550
County: Broward
State: Florida

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDITIONAL PARTY

18. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

18a ORGANIZATION'S NAME JW CPG HOLLYWOOD2, LLC			
18b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. MISCELLANEOUS:

20. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (20a OR 20b) – Do Not Abbreviate or Combine Names

20.a ORGANIZATION'S NAME MIMI B & FAMILY LLC				
20.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
20.c MAILING ADDRESS Line One 825 90th Street	This space not available.			
MAILING ADDRESS Line Two	CITY Surfside	STATE FL	POSTAL CODE 33154	COUNTRY USA

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (21a OR 21b) – Do Not Abbreviate or Combine Names

21.a ORGANIZATION'S NAME L&M INTEGRITIES LLC				
21.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
21.c MAILING ADDRESS Line One 825 90th Street	This space not available.			
MAILING ADDRESS Line Two	CITY Surfside	STATE FL	POSTAL CODE 33154	COUNTRY USA

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (22a OR 22b) – Do Not Abbreviate or Combine Names

22.a ORGANIZATION'S NAME				
22.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
22.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

23. ☐ADDITIONAL SECURED PARTY'S NAME or ☐ASSIGNOR SECURED PARTY'S NAME – INSERT ONLY ONE SECURED PARTY (23a OR 23b)

23.a ORGANIZATION'S NAME				
23.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
23.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

24. ☐ADDITIONAL SECURED PARTY'S NAME or ☐ASSIGNOR SECURED PARTY'S NAME) – INSERT ONLY ONE SECURED PARTY (24a OR 24b)

24.a ORGANIZATION'S NAME				
24.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
24.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

EXHIBIT A

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

(a) all easement and other rights now or hereafter made appurtenant to the real property;

(b) all licenses (including without limitation, liquor licenses), apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);

(c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;

(d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;

(e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;

(f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;

(g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;

(h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;

(j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;

(k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;

(l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;

(m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;

(n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;

(p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(r) all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and

(t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/debtor.

(u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of Section Twelve (12) in Township Fifty one (51) South, of Range Forty two (42) East, described as follows, to wit Starting from the SW corner of Section Twelve (12) run easterly upon and along southern section line of Section Twelve (12) Five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal Two thousand seven hundred and two tenths (2702.2) feet to a point on the half section line of Section Twelve (12). Thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean Two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12). Thence run westerly upon and along the South section line of Section Twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank Chickey, Engineer
License No 272

State of Florida
Broward County } SS

Know all men by these presents that the HomeSeeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section Twelve (12), in Township Fifty one (51) South, of Range Forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks shown on said plat

HomeSeeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

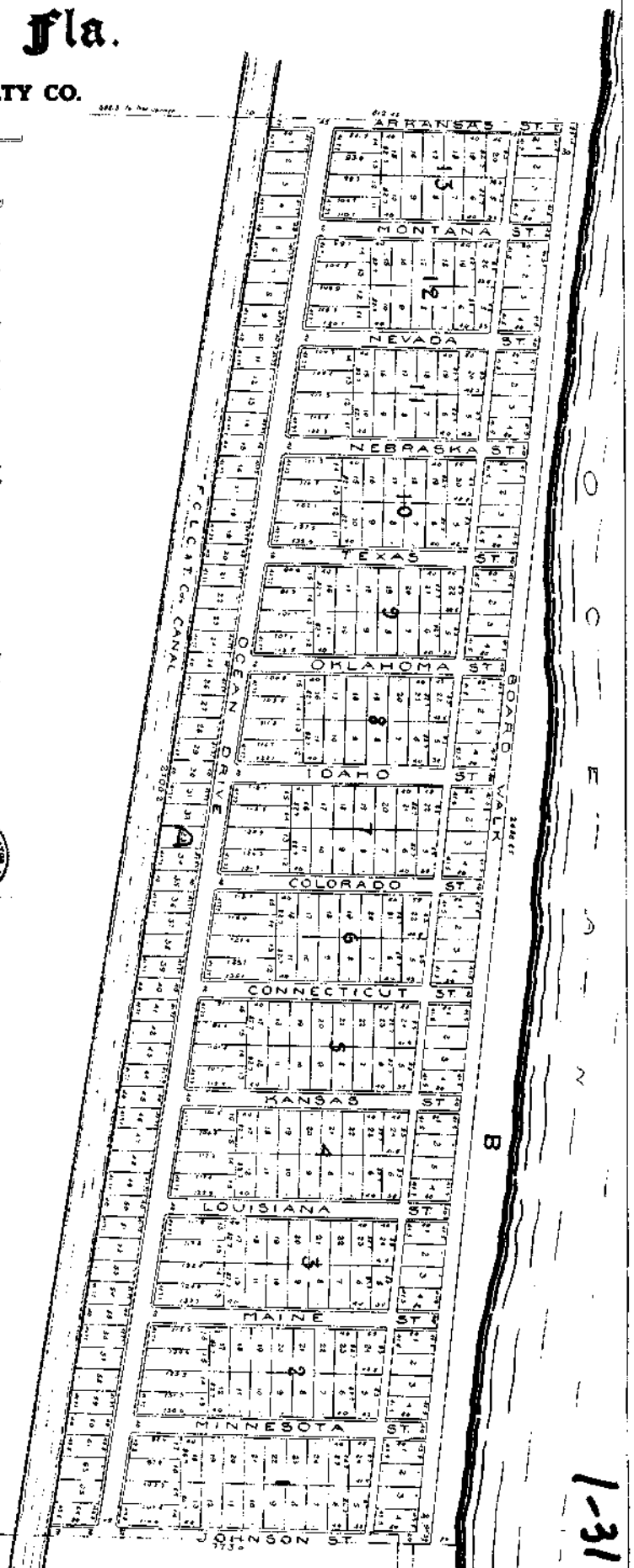
State of Florida
County of Dade } SS

Mary Moore a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of HomeSeeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said HomeSeeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A D 1923.
My Commission expires on the 1st day of July 1926
Mary E. Moore
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY } ss:
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31 of the Public Records of Broward County, Florida.
Witness my hand and official seal this 1st day of April 1987
CLERK CIRCUIT COURT, Broward County, Florida
By Lillian Allen D.C.



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S

19395

1-31

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Clerk.

ORDINANCE NO. 0-72-39

Section No. 21-2-71

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:24

OR BK 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P.O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

28.0

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

BK 7489 PG391

(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

BK 7489 PAGE 302

inclusive, and Lots 15 to 19, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

BK 7489 PG 393

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OR 7489 PG 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OR 7489 PAGE 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co nence at the Northeast corner of said Section 26; th.ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 390

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BD-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

BK 7489 PG 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. AlA to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
G. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

BK 7489 PAGE 308

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK 8 OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block 8 of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Legal DEC 9 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, santance, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

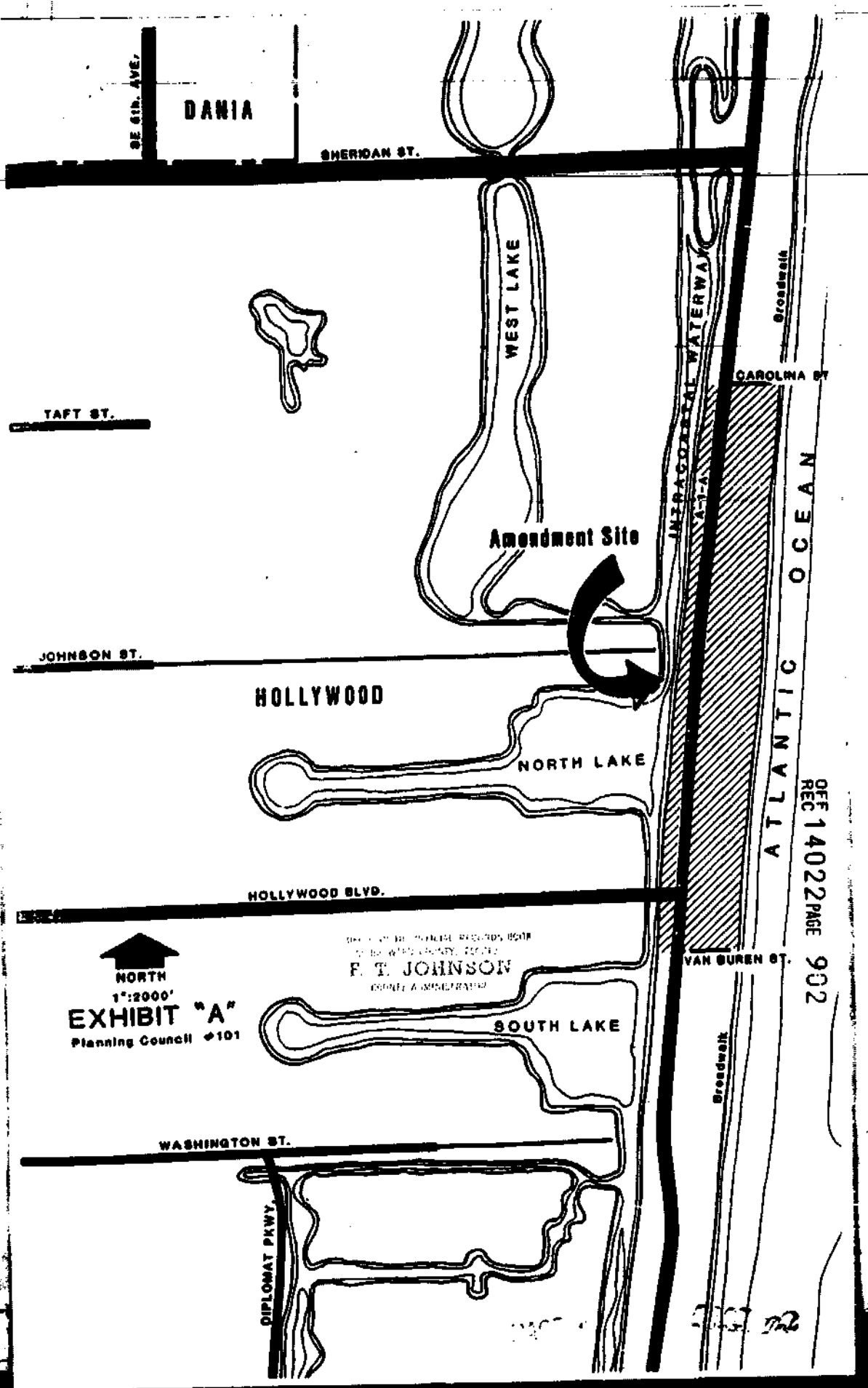
OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By [signature] D.C.

RD:ed
CL5-i
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

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87009642 Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

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OFF REC 14022 PAGE 993

DEC 9 1986

Division of Office of Planning

Return to Mailbox

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 10th day of January A.D., 1987

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

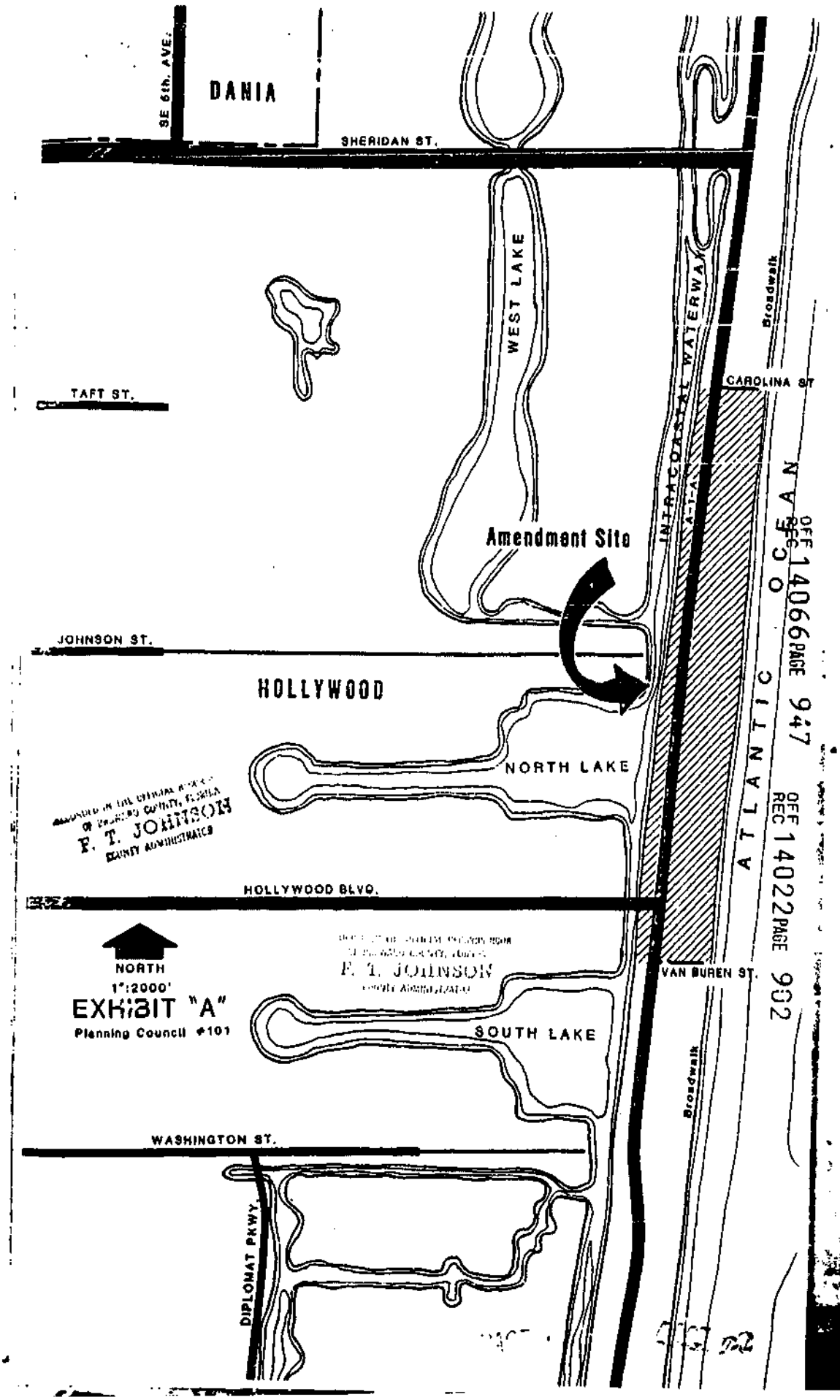
F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901

RD:ed
CL5-i
6/19/86
PC# 101
#86-401.41



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 932

92359779

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED (referred to as the "Declarant") who is (are) the owner(s) of or have an interest in the real property described below (referred to as the "Subject Property"), hereby declare that the Subject Property shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions, and restrictions (referred to as the "CCRs") below described.

RECITALS

WHEREAS, the Declarant freely, knowingly, and voluntarily enters into this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant is the fee simple owner of the Subject Property; and

WHEREAS, the Declarant has submitted to the City of Hollywood Application No. 56896 for a Building Permit (referred to as "Application") to make the following described improvements/alterations: New Two Story CBS MOTEL

_____ to property located at (address):

320 NEBRASKA ST. Hollywood, Florida

and legally described as: LOTS 18 AND 19, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", PB1, PG 31, BROWARD COUNTY, FL.

WHEREAS, the CCRs are imposed upon the Subject Property as a condition precedent to the granting and approval of the Application of the Declarant; and

WHEREAS, failure to abide by any of the CCRs would adversely affect the health, safety and welfare of the public in general, and the adjacent and nearby property owners in particular;

NOW THEREFORE, for and in consideration of the City of Hollywood Growth Management Department, granting and approving the Application of the Declarant and the Declarant's execution and recording of this Declaration of Covenants, Conditions, and Restrictions ("the Declaration"), together with other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, it is hereby declared as follows:

1. Recitals. The above recitals are herewith incorporated by reference.

2. Operative Provisions--Covenant Restricting Allowable Density of Dwelling Units. The Declarant covenants and agrees that the density on the subject property shall not exceed:

a. _____ dwelling unit(s) (single family and duplex), or

b. SEVEN(7) dwelling unit equivalents (multi-family)

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1910 Lee St
Hollywood FL 33020

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3. Effect by Declaration. This Declaration shall be enforceable by the City of Hollywood as a municipal corporation organized and existing under the Constitution of the State of Florida. The Declaration covenants and agrees that this Declaration and the CCRs contained therein shall be binding upon the Declarant from the date of executing this Declaration and shall inure to the heirs, devisees, executors, administrators, successors and assigns of the Declarant.

4. CCRs as a Legal Servitude. The Declarant covenants and agrees that this Declaration and the CCRs contained therein are impressed and imposed upon the Subject Property and are to run with the land in favor of the City of Hollywood. The CCRs are intended as to bind the Declarant, the devisees, heirs, assigns, grantees, personal representative or other successors in interest of the Declarant, in any of the Subject Property, however title thereto shall be acquired.

6. Revocation of Application Rights. Any breach as determined by the City of Hollywood of the Site Plan or this Declaration and the CCRs contained therein shall automatically revoke the granting and approval of any an all rights conferred by virtue of the Application of the Declarant. Upon revocation, the Hollywood Code Enforcement Board shall have jurisdiction to hear and decide cases in which violations on the Subject Property are alleged of any provisions of technical codes enacted by the City of Hollywood.

7. Other Remedies for Breach. Any breach as determined by the City of Hollywood of this Declaration shall justify and allow the City to apply to any Court of law or equity having jurisdiction thereof for an injunction or other proper relief; and if such relief be granted, the Court may, in its discretion, award to the City in any such action, the reasonable expenses in prosecuting the suit, including reasonable attorney's fees. In addition, the City may take any other affirmative action toward alleviating the breach, including submission to the jurisdiction of the Hollywood Code Enforcement Board, at the sole expense of the Declarant, their devisees, heirs, assigns, grantees, personal representatives or other successors in interest, irrespective of how that interest shall have been acquired.

8. No Waiver of Breach. In the event of any breach of the CCRs herein contained, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided, shall not be construed as a waiver thereof or acquiescence therein.

9. Revisions. The CCRs may be terminated or amended with the prior written approval of the City Commission of the City of Hollywood.

10. Recording Fee. The Declarant, at his or her sole expense, shall record this Declaration in the Public Records of Broward County, Florida.

11. Severability. If any provision of this Declaration shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any

other provision or provisions hereof or any constitution, statute,

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ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Declaration shall not affect the remaining portion of this Declaration or any part thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this 28 day of July, 1992.

DECLARANT(S):

Signature (Seal) — Signature (Seal)

MARIO PLANTE — DENYSE PLANTE

Print Name — Print Name

WITNESSES:

Pauline Wilmot — PAULINE WILMOT

NOTARY:

1) For an acknowledgement in an INDIVIDUAL capacity:

State of New Hampshire County of Hillsborough

This instrument was acknowledged before me on July 28, 1992 (date) by Mario Plante and Denyse Plante (name of person(s)).

Bonnie Ackerman — My commission expires: 12/8/92

NOTARY PUBLIC

2. For an acknowledgement in a representative capacity (corporations):

State of _____ County of _____

This instrument was acknowledged before me on _____ (date) by _____ (name of person(s)) as _____ (type of authority, officer, etc.) of _____ (name of party on behalf of whom this instrument was executed).

_____ My commission expires: _____

NOTARY PUBLIC

This instrument prepared by:

BK19196PG0309

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

98-284533 T#001
05-14-98 11:56AM

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

#43

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. Ocean Dr. Hlywd FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

Silver Spray Motel Inc.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

Return To: Norman Vlaz, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK 28220 PG 0750

DETACHED ITEM
Return Document To
Real Estate Operations

32

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH DE MAY, 199[illegible], by DENISE GOWLER as CEO of _____.
He/she is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22,2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK28220PG0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.

2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

(Tree No. 1) Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a ~~distance of 12.00 feet to a point~~ on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
Dg

BK 18220 PG 0752

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

EXHIBIT 'A'

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Brinke

Witness signature

MARION BRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 12984
EXPIRES AUG 26 2008
BONDED THRU
ADVANTAGE NOTARY

Michele Anzalone

(Typed or printed name)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: 11/26/01

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

11/12/02 #19 2pm
Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

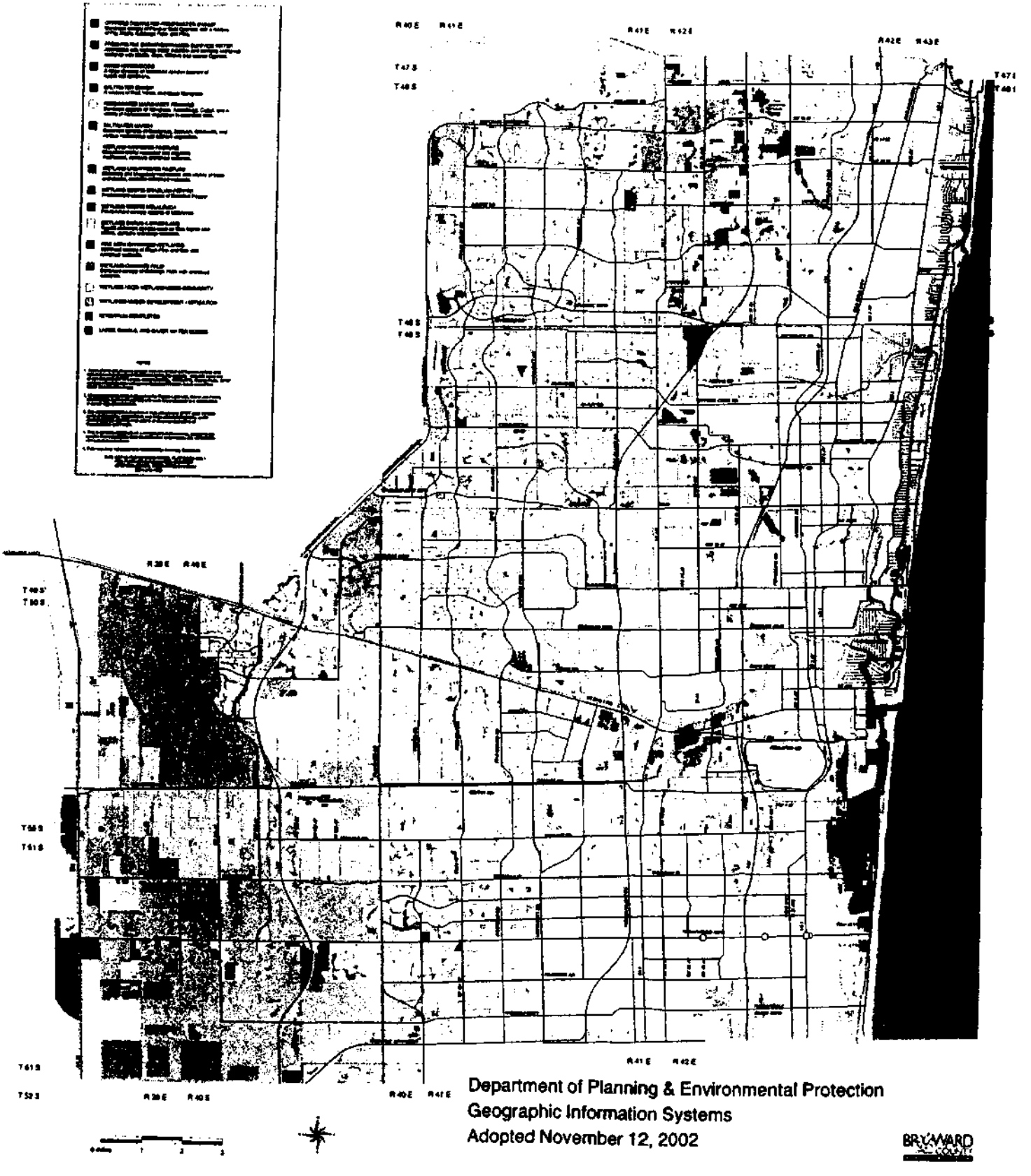
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



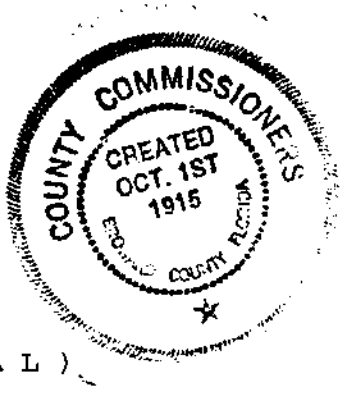
Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 6 and 7, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: CPG309, LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1330

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 18, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Frank Poleski and Janina Poleski, his wife, to Frank Pawlik and Elizabeth Pawlik, his wife, dated March 1, 1972, filed March 2, 1972, and recorded in Official Records Book 4787, Page 207.**

2. **Warranty Deed from Frank Pawlik and Elizabeth Pawlik, his wife, to Michael J. Palmietto, a married man, dated August 6, 1981, filed August 6, 1981, and recorded in Official Records Book 9730, Page 693.**

3. **Warranty Deed from Michael J. Palmietto, a married man, to Alpine and Partners, Inc., dated March 14, 1986, filed March 20, 1986, and recorded in Official Records Book 13263, Page 417.**

4. **Warranty Deed from Alpine and Partners, Inc., a Florida corporation, to Jean Paul Parenteau and Ghislaine Parenteau, his wife, dated September 1, 1988, filed September 14, 1988, and recorded in Official Records Book 15780, Page 200.**

5. **Warranty Deed from Jean Paul Parenteau, joined by Ghislaine Parenteau, his wife, to SRB Enterprises, Inc., a Florida Corporation, dated May 21, 1999, filed August 18, 1999, and recorded in Official Records Book 29767, Page 1094.**

6. **Warranty Deed from S.R.B. Enterprises, Inc., a Florida Corporation, to Darlene Santos, a single woman, dated October 1, 2001, filed October 18, 2001, and recorded in Official Records Book 32248, Page 726.**

7. **Warranty Deed from Darlene Santos, a single woman, to Ensemble, LLC, a Florida Limited Liability Company, dated March 7, 2005, filed March 15, 2005, and recorded in Official Records Book 39242, Page 349.**

8. **Warranty Deed from Ensemble, LLC, a Florida limited liability Company, to Westerdal, LLC, a Florida limited liability company, dated March 29, 2007, filed April 6, 2007, and recorded in Official Records Book 43861, Page 1384.**

9. **Warranty Deed from Westerdal, LLC, a Florida limited liability company, to Sun Beach Inn, LLC, a Florida limited liability company, dated July 2, 2009, filed July 8, 2009, and recorded in Official Records Book 46360, Page 21.**

10. **Warranty Deed from Sun Beach Inn, LLC, a Florida limited liability company, to Seven Par 001, LLC, a Florida limited liability company, dated December 1, 2014, filed December 11, 2014, and recorded in Official Records Book 51309, Page 1144.**

11. **Warranty Deed from Seven Par 001, LLC, a Florida limited liability company, from VG Invest Oklahoma 613 LLC, a Florida limited liability company, dated July 15, 2021, filed July 20, 2021, and recorded in Instrument # 117437676.**

12. **Special Warranty Deed from VG Invest Oklahoma 613 LLC, a Florida limited liability company, to CPG309, LLC, a Florida limited liability company, dated January 25, 2022, filed January 27, 2022, and recorded in Instrument # 117896861.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement; Collateral Assignment of Leases, Profits and Rents, by CPG309, LLC, a Florida limited liability company, and Banesco USA, a State Chartered Bank, filed January 27, 2022, and recorded in Instrument # 117896862; UCC Financing Statement form filed January 27, 2022, and recorded in Instrument # 117896863.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Restrictions, covenants, conditions and easements as set forth in those instruments recorded in Deed Book 25, Page 443 and Deed Book 25, Page 444, as affected by Release of Reverter recorded in Deed Book 701, Page 467 and Deed Book 701, Page 468.**

3. **Ordinance No.0-72-39 filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

4. **Ordinance No. 86-90, filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Right of Entry Permit and temporary Construction Easement Agreement dated December 1, 2016, filed January 23, 2017, and recorded in Instrument #114163610.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

CPG309, LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	309 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1330
Property Owner	CPG309 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,270	$1,779,610	$2,077,880	$2,077,880	
2022	$298,270	$1,502,490	$1,800,760	$1,800,760	$38,961.13
2021	$298,270	$1,114,160	$1,412,430	$1,412,430	$30,978.48

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Portability	0	0	0	0
Assessed/SOH	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,077,880	$2,077,880	$2,077,880	$2,077,880

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	SWD-D	$2,100,000	**117896861**
7/9/2021	WD-Q	$1,920,000	**117437676**
12/1/2014	WD-Q	$1,300,000	**112691698**
6/2/2009	WD-Q	$1,000,000	**46360 / 21**
3/29/2007	WD-Q	$855,000	**43861 / 1384**

Land Calculations

Price	Factor	Type
$45.07	6,618	SF
Adj. Bldg. S.F. (Card, Sketch)		4048
Units		9
Eff./Act. Year Built: 1965/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4048								

Real Estate Account #514212-01-1330

Owner: CPG309 LLC
Situs: 309 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687240	CL-0010741	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $38,961.13

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$1,800,760.00	$0.00	$1,800,760.00	$9,959.28
VOTED DEBT	0.13840	$1,800,760.00	$0.00	$1,800,760.00	$249.23
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,800,760.00	$0.00	$1,800,760.00	$8,015.18
CAPITAL OUTLAY	1.50000	$1,800,760.00	$0.00	$1,800,760.00	$2,701.14
VOTER APPROVED DEBT LEVY	0.18730	$1,800,760.00	$0.00	$1,800,760.00	$337.28
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P	0.03270	$1,800,760.00	$0.00	$1,800,760.00	$58.88
OKEECHOBEE BASIN	0.10260	$1,800,760.00	$0.00	$1,800,760.00	$184.76
SFWMD DISTRICT	0.09480	$1,800,760.00	$0.00	$1,800,760.00	$170.71
SOUTH BROWARD HOSPITAL	0.10100	$1,800,760.00	$0.00	$1,800,760.00	$181.88
Total Ad Valorem Taxes	**20.77520**				**$37,411.13**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$1,800,760.00	$0.00	$1,800,760.00	$810.34
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$1,800,760.00	$0.00	$1,800,760.00	$13,445.37
DEBT SERVICE	0.68830	$1,800,760.00	$0.00	$1,800,760.00	$1,239.46
FL INLAND NAVIGATION	0.03200	$1,800,760.00	$0.00	$1,800,760.00	$57.62
Total Ad Valorem Taxes	**20.77520**				**$37,411.13**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,322.00
HLWD FIRE INSPECTION		$228.00
Total Non-Ad Valorem Assessments		**$1,550.00**

Parcel Details

Owner:	CPG309 LLC	**Account**	514212-01-1330	**Assessed value:**	$1,800,760
Situs:	309 OKLAHOMA ST	**Alternate Key**	687340	**School assessed value:**	$1,800,760
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	BANESCO USA (CL-0010741) 150 ALAHAMBRA CIRCLE STE 100 CORAL GABLES, FL 33134		

2022 TAX AMOUNTS

Ad valorem:	$37,411.13
Non-ad valorem:	$1,550.00
Total Discountable:	$38,961.13
Total tax:	$38,961.13

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9

LOCATION

Book, page, item:	--
Property class:	
Township:	51
Range:	42
Section:	12
Use code:	39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1330

Owner: CPG309 LLC

Situs: 309 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/29/2022** for **$37,402.68**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $37,402.68	11/29/2022	**Receipt** #EEX-22-00000568	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $29,739.34	11/08/2021	**Receipt** #WWW-21-00033604	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $32,694.61	11/24/2020	**Receipt** #WWW-20-00000068	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $30,936.55	11/12/2019	**Receipt** #WWW-19-00033471	Print (PDF)
2018					
2018 Annual Bill	$0.00	**Paid** $29,474.51	11/07/2018	**Receipt** #WWW-18-00020287	Print (PDF)
Refund		**Processed** $715.28	04/05/2019	**To** SEVEN PAR 001 LLC	
		Paid $29,474.51			
2017 Annual Bill	$0.00	**Paid** $28,017.14	11/20/2017	**Receipt** #WWW-17-00070791	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $25,941.64	11/10/2016	**Receipt** #WWW-16-00019430	Print (PDF)
2015					
2015 Annual Bill	$0.00	**Paid** $27,079.67	12/22/2015	**Receipt** #WWW-15-00077106	Print (PDF)
Refund		**Processed** $880.67	02/12/2016	**To** SEVEN PAR 001 LLC	
		Paid $27,079.67			
2014 Annual Bill	$0.00	**Paid** $14,728.63	12/29/2014	**Receipt** #04B-14-00004938	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $15,729.42	03/24/2014	**Receipt** #01A-13-00002942	Print (PDF)
2012					
2012 Annual Bill	$0.00	**Paid** $17,436.51	01/29/2014	**Receipt** #13B-13-00005046	Print (PDF)
Certificate #21924		**Redeemed**	01/29/2014	**Face** $16,600.25, **Rate** 0.25%	
		Paid $17,436.51			
2011 Annual Bill	$0.00	**Paid** $15,957.23	04/17/2012	**Receipt** #13B-11-00005635	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $21,501.88	03/22/2011	**Receipt** #LBX-10-00223878	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $16,744.48	11/19/2009	**Receipt** #LBX-09-00094037	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $16,490.42	11/25/2008	**Receipt** #2008-3001938	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $17,124.73	01/30/2008	**Receipt** #2007-5005620	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2006 Annual Bill	$0.00	**Paid** $19,067.55	04/19/2007	**Receipt** #2006-3012565	Print (PDF)
2005					
2005 Annual Bill	$0.00	**Paid** $12,635.48	04/19/2007	**Receipt** #2006-1604114	Print (PDF)
Certificate #7975		**Redeemed**	04/25/2007	**Face** $12,027.84, **Rate** 0.25%	
		Paid $12,635.48			
2004 Annual Bill	$0.00	**Paid** $10,061.74	11/01/2004	**Receipt** #2004-6148328	Print (PDF)
Total Amount Due	**$0.00**				

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Surtax 99.00
State 270.00

FORM 33 WARRANTY DEED 72- 37182 BROWARD COUNTY TITLE CO.

This Indenture

Made this 1st *day of* March *A. D. 1972*

Between FRANK POLESKI and JANINA POLESKI, his wife,

of the County of Broward *in the State of* Florida
parties of the first part, and FRANK PAWLIK and ELIZABETH PAWLIK, his wife,
whose mailing address is: 309 Oklahoma Street, Hollywood Beach, Florida

of the County of *in the State of*
parties of the second part,

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* ---Ten Dollars and other valuable considerations----------*Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained and sold to the said parties of the second part,* their *heirs and assigns forever, the following described land, situate, lying and being in the County of* Broward *, State of Florida, to wit:*

Lots 6 and 7 in Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida; Together with the furnishings located in the residence on the above property in accordance with an inventory agreed upon between the parties hereto.

Subject to restrictions, reservations, conditions and easements of record, if any, and taxes for the year 1972 and subsequent years.

72 MAR 2 PM 2:04
JACK WHEELER, COUNTY RECORDER

BROWARD COUNTY 09114 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR 2 '72 R.B. 10170 270.00

This instrument was prepared by
Virginia A. Gideone
BROWARD COUNTY TITLE COMPANY
3325 Hollywood Blvd.
Hollywood, Florida
Incident to the issuance of a title insurance contract.

BROWARD COUNTY 09846 FLORIDA DOCUMENTARY SUR TAX MAR 2 '72 DEPT. OF REVENUE R.B. 10031 99.00

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said parties of the first part have hereunto set their hands and seals the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Ingrid A. Gillen — Frank Poleski
FRANK POLESKI

Virginia A. Gideone — Janina Poleski
JANINA POLESKI

RECORDED IN OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

State of Florida,
County of Broward

I HEREBY CERTIFY, *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

FRANK POLESKI and JANINA POLESKI, his wife,

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

WITNESS *my hand and official seal at* Hollywood,
County of Broward *, and State of Florida, this* 1st
day of March *, A. D. 19* 72

My Commission Expires _____

Notary Public, State of Florida at Large
My Commission Expires July 18, 1974
Bonded by American Fire & Casualty Co.

Ingrid A. Gillen
Notary Public

OFF. REC. 4787 PAGE 207

Return to: 452853
Broward County Title Co.

Attest: H. John Hoscher

Signed, sealed and delivered
in our presence:
Herbert J. (cannot decipher)
F. Trautmut

SOUTH HOLLYWOOD DEVELOPMENT COMPANY,

By Charles T. Hoolston
Vice President.

(Corporate Seal)

STATE OF New Jersey
COUNTY OF Burlington

I HEREBY CERTIFY, that on this ___ day of September A. D. 19..., before me personally appeared Charles T. Hoolston and H. John Hoscher respectively Vice President and Secretary of South Hollywood Development Company, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to Thomas F. Beideman and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Riverton, in the County of Burlington and State of New Jersey, the day and year last aforesaid.

C. Ruth King (Seal)
Notary Public
My commission expires _____ 19_____
NOTARY PUBLIC OF N. J.
My Commission Expires Nov. 24, 1947.

(N. P. Seal)
(Revenue Stamp $1.00)

STATE OF FLORIDA
COUNTY OF BROWARD
This instrument was filed for record in the 2nd day of Oct. A. D. 1943, and recorded in Deed Book 38, page 422. RECORD VERIFIED.

Frank A. Bryan
Clerk Circuit Court

By M. L. Tarrant D. C.

WARRANTY DEED

THIS INDENTURE, made this 4th day of September A. D. 1943, between the HOME SECURITY REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and John H. Tish and Margaret H. Tish, his wife, Reading Pa., parties of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations ($10.00) to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lot seven (7) in Block nine (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section twelve (12) Township fifty-one (51) South, Range forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants title to the said premises, shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-Five Hundred Dollars ($2,500.00) and when so used, the grantees shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantees, their heirs and assigns agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisances to be removed or abated, and the grantees, their heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

WARRANTY DEED
STATUTORY
F. S. 689.02

81-222817

This Indenture,

RAMCO FORM 4W

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 6th *day of* August *A. D. 19* 81

BETWEEN

FRANK PAWLIK and ELIZABETH PAWLIK, his wife

of the County of Broward *in the State of* Florida *parties of the first part, and*

MICHAEL J. PALMIETTO, a married man

of the County of Westchester *in the State of* New York *whose post office address is*

49 Lake View Avenue, West Peekskill, New York 10566

party y *of the second part.*

Witnesseth. *That the said party* ies *of the first part, for and in consideration of the sum of* ----------*Dollars,* TEN AND NO/100 *to* them *in hand paid by the said party* y *of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained, and sold to the said party* *of the second part,* his *heirs and assigns forever, the following described land, situate, and being in the County of* Broward *State of* Florida *, to wit:*

Lots 6 & 7, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 1981 and subsequent years.
2. Conditions, restrictions, limitations, covenants, agreements reservations and contracts of record, if any.
3. Zoning ordinances and regulations.
4. Subject to a Purchase Money Wrap Around Mortgage of even date between grantors and grantees herein, encompassing that certain mortgage in favor of Frank Poleski and Janina Poleski, his wife, in the approximate remaining principal balance of $24,771.16.

And the said party ies *of the first part do* *hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

In Witness Whereof, *The said parties* *of the first part have* *hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, sealed and delivered in the presence of:

FRANK PAWLIK

ELIZABETH PAWLIK

GRAHAM [illegible]
COUNTY ADMINISTRATOR

STATE OF FLORIDA,
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

FRANK PAWLIK and ELIZABETH PAWLIK, his wife

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th August A. D. 1981.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 31 1982
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC-STATE OF FLORIDA
At Large

This Instrument prepared by: JACK B. PACKAR, P.A.
ATTORNEY AT LAW
SUITE 700
CENTER COURT BUILDING

RECORD & RETURN TO: SCOTT FUERST, ESQ.

86- 99832

Warranty Deed

STATUTORY WARRANTY DEED

This Indenture, Made this 14th day of MARCH 1986, **Between**

MICHAEL J. PALMIETTO, a married man

of the County of WESTCHESTER, State of NEW YORK, grantor*, and

ALPINE AND PARTNERS, INC.

whose post office address is 309 Oklahoma Street, Hollywood, Florida 33019

of the County of BROWARD, State of FLORIDA, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN DOLLARS ($10.00)----------Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to-wit:

Lots 6 and 7, Block 9, Hollywood Beach, First Addition, according to the Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 1986 and subsequent years.
2. Conditions, restrictions, limitations, covenants, agreements, reservations and contracts of record, if any.
3. Zoning ordinances and regulations.
4. Subject to and assuming a Purchase Money Wrap Around Mortgage, dated August 6, 1981 from Michael J. Palmietto -to- Frank Pawlik and Elizabeth Pawlik, according to the Official Record Book 9730, Page 694 of the Public Records of Broward County, Florida.

Grantor hereby certifies that he is a resident of Westchester County in the State of New York and that no member of the family of Grantor resides on the property conveyed hereby or on any property contiguous thereto.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

(Seal)

950.00

Documentary Stamp Tax paid in Broward County for Documentary Stamp Tax as required by law.

(Seal)

(Seal)

(Seal)

OFF REC 13263 PG 417

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MICHAEL J. PALMIETTO, a married man.

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of MARCH 1986.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 13 1986
BONDED THRU GENERAL INS. UNDERWRITERS

OFFICIAL RECORDS BOOK
BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

THIS INSTRUMENT WAS PREPARED BY:

BENJAMIN PLATT
Attorney at Law
Professional Plaza Suite 204
2260 Palm Beach Lakes Boulevard
WEST PALM BEACH, FLORIDA 33409

RETURN TO: JON AGEE
SUITE 514 - SUNRISE BAY BUILDING
2701 E. SUNRISE BOULEVARD
FT. LAUDERDALE, FLORIDA 33304

Mar 20 9 30 AM '86

Warranty Deed

88370151

This instrument was prepared by:
Jon Agee, Attorney at Law
Suite 508 - Galleria Professional Building
915 Middle River Drive
Fort Lauderdale, Florida 33304

THIS INDENTURE, made on the day set forth below between

ALPINE AND PARTNERS, INC., a Florida corporation,

hereinafter called the Grantor, and

JEAN PAUL PARENTEAU and GHISLAINE PARENTEAU, his wife,

hereinafter called the Grantee, whose mailing address is:

309 Oklahoma Street, Hollywood, Florida 33019

WITNESSETH: that the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid oy the Grantee, the receipt of whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, his heirs, successors and assigns forever, the following described lands, to-wit:

Lots 6 and 7, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, at page 31, of the Public Records of Broward County, Florida; said lands lying in Broward County, Florida.

SUBJECT to that Mortgage to Frank Pawlik and Elizabeth Pawlik, recorded in Official Records Book 9730, at page 694, of the Public Records of Broward County, Florida, having a principal balance of approximately 114,860.22, which Grantees assume and agree to pay.

SUBJECT to purchase money Mortgages to Grantor in the principal amount of $185,000.00 and $75,000.00 respectively.

SUBJECT to restrictions, reservations and easements of public record, and to real and personal property taxes for the current year and thereafter. Said Grantor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, the Grantor has set his hand and seal hereunto to convey said property to said Grantee on this September 1, 1988.

Signed, sealed and delivered in the presence of us:

ALPINE AND PARTNERS, INC.
a Florida corporation

Witness _____ President _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Before me personally appeared

HANS MARTIN, President of ALPINE AND PARTNERS, INC.,

to me well known and known to me to be the person(s) described in and who executed the Warranty Deed, and acknowledged to and before me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal, this September 1, 1988.

Notary Public
My commission expires:

RECORDED
L. A. HILL
COUNTY ADMINISTRATOR

2062 50

BK15780PG 200

INSTR # 99491222
OR BK 29767 PG 1094
RECORDED 06/18/99 02:21 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 2,660.00
DEPUTY CLERK 1006

HARVIE S. DUVAL, ESQ.
11601 Biscayne Boulevard - #201
North Miami, Florida 33181

Return to:
HARVIE S. DUVAL, ESQ.
11601 Biscayne Boulevard - #201
North Miami, Florida 33181

Property Appraiser Parcel I.D. 11212-01-13300
Grantee(s) I.D #: As to JEAN PAUL PARENTEAU 156-48-400
As to GHISLAINE PARENTEAU, his Wife 594-05-6194

WARRANTY DEED

THIS WARRANTY DEED Made this *21st* day of *May, 1999*, between ***JEAN PAUL PARENTEAU, joined by GHISLAINE PARENTEAU, his Wife***, hereinafter called the **Grantors**, to ***SRB ENTERPRISES, INC., a Florida corporation***, whose address is ***18100 NE 19th Avenue, North Miami Beach, Florida 33162***, hereinafter called the **Grantee**.

WITNESSETH, that said **Grantors**, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the **Grantee**, **all right, title and interest** in that certain land situate, lying and being in **Broward County, Florida**, to wit:

> ***Lots 6 and 7 in Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, together with all buildings and improvements thereon.***

SUBJECT TO: All valid restrictions, conditions, reservations and easements of record.

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 **Grantors** hereby covenant with said **Grantee** that the **Grantors** are lawfully seized of said land in fee simple; that the **Grantors** have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to ***December 31, 1998***.

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

Signed, sealed and delivered
in our presence:

HARRY M. HAUSMAN
(Print Name)

MARIA CASTELEIRO
(Print Name)

JEAN PAUL PARENTEAU L.S.
JEAN PAUL PARENTEAU
Joined by:
GHISLAINE PARENTEAU L.S.
GHISLAINE PARENTEAU, his Wife
Address:
1829 Funston Street
Hollywood, Florida 33019

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY THAT on the *21st* day of *May, 1999*, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ***JEAN PAUL PARENTEAU joined by GHISLAINE PARENTEAU, his Wife***, to me personally known, or identified by HARRY HAUSMAN, ESQ, and known to me to be the same persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed by seal of office the day and year last above written.

MARIA CASTELEIRO (L.S.)
Notary Public State of Florida

OFFICIAL NOTARY SEAL
MARIA CASTELEIRO
COMMISSION NUMBER
CC699999
MY COMMISSION EXPIRES
DEC. 27,2001

berkclos.doc

Return To:
Lawrence H. Fedy, Esq.
2450 Hollywood Blvd #401
Hollywood, FL 33020

This Document Prepared By:
Ernst G. Wintter, Esquire
Wintter & Associates, P.A.
2239 Hollywood Boulevard
Hollywood, Florida 33020

INSTR # 101409939
OR BK 32248 PG 0726
RECORDED 10/18/2001 08:27 AM
CONVERSION
BROWARD COUNTY
DOC STMP-D 3,500.00
DEPUTY CLERK 1033

Parcel ID Number: 1212-01-1330
Grantee #1 TIN:
Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 1st day of October, 2001 A.D., **Between** S.R.B. ENTERPRISES, INC., a Florida corporation

of the County of MIAMI-DADE, State of Florida, **grantor,** and DARLENE SANTOS, a single woman

whose address is: 309 Oklahoma Street, Hollywood, Florida 33019

of the County of BROWARD, State of FLORIDA, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

LOTS 6 AND 7 IN BLOCK 9 OF HOLLYWOOD BEACH, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2000.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Alam Berke (Seal)
ALAM BERKE, AS PRESIDENT OF S.R.B. ENTERPRISES, INC., a Florida corp.
P.O. Address: 18100 N.E. 19th AVENUE, NORTH MIAMI BEACH, FL 33162

Printed Name: Ernst G. Wintter
Witness

Wendy O'Brien
Printed Name: WENDY O'BRIEN
Witness

STATE OF Florida
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of October, 2001 by ALAM BERKE, AS PRESIDENT OF S.R.B. ENTERPRISES, INC., a Florida corporation

she is personally known to me or she has produced his Florida driver's license as identification.

OFFICIAL NOTARY SEAL
WENDY O'BRIEN
COMMISSION NUMBER
CC733852
MY COMMISSION EXPIRES
MAY 6,2002

Wendy O'Brien
Printed Name:
Notary Public
My Commission Expires:

SRB

Laser Generated by O Display Systems, Inc., 2000 (863) 763-5535 Form FLWD-1

mdh

Prepared by and return to:

Lawrence H. Feder, Attorney at Law
3900 Hollywood Blvd. - Suite 103
Hollywood, FL 33021

File No.: RE-05-15
Will Call No.: **2690**

Grantee S.S. No.
Parcel Identification No. 11212-01-13300 / 21212-01-13300

[Space Above This Line For Recording Date]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7 **day of March, 2005**, between **Darlene Santos, a single woman,** whose post office address is **309 Oklahoma St., Hollywood, FL 33019** of the County of Broward, State of Florida , grantor*, and **Ensemble, LLC, a Florida Limited Liability Company** whose post office address is **309 Oklahoma St., Hollywood, FL 33019** of the County of Broward, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade** , State of Florida, to-wit:

Lots 6 & 7, Block 9, of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Witness my hand and seal this 7 day of March, 2005

Signed, sealed and delivered in our presence:

Witness - Signature

Witness - Print Name

Witness - Signature

Allen M. Shore

Witness - Print Name

Darlene Santos RN

Darlene Santos

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of March,2005 by **Darlene Santos** , who is personally known to me or has produced a _____ as identification.

[Notary Seal]
My Commission Expires:

Notary Public- State of Florida

Lawrence H Feder
My Commission DD062776
Expires October 22, 2006

This Instrument Prepared by:
Roxana I. Nasco, Esq.
Law Offices of Louis A. Supraski, P.A.
2450 NE Miami Gardens Drive, 2nd Floor
North Miami Beach, Florida 33180

Return to:
Harvey K. Mattel, Esq.
P.O. Box 02-9010
Fort Lauderdale, Florida 33302-9010

Folio No. 11212-01-13300

WARRANTY DEED

THIS WARRANTY DEED executed this 29 day of March, 2007, by ENSEMBLE, LLC, a Florida limited liability company, with a principal office located at 1515 North Ocean Drive, Hollywood, Florida 33019 (hereinafter "Grantor") and WESTERDAL, LLC, a Florida limited liability company, with a principal office located at 2039 Southeast 10th Avenue, Suite 511, Fort Lauderdale, Florida 33316 (hereinafter referred to as "Grantee").

WITNESSETH, the Grantor, for and in consideration of Ten and No/100 ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described lot, piece, or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lots 6 and 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

Subject to:

1. Taxes and assessments for the current calendar year and all subsequent years;

2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; and

3. Conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same;

TO HAVE AND TO HOLD the same, in fee simple forever, together with all and singular appurtenances thereunto belonging or in anywise appertaining, and Grantor hereby warrants the title to the property described herein and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered in our presence:

Witness: DANA CHERK

Witness: BILAL

ENSEMBLE, LLC,
a Florida limited liability company

By: Zeev W. Hechter
Zeev W. Hechter,
Managing Member

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~MIAMI-DADE~~ Queens

Sworn to and subscribed before me this 29 day of March, 2007, by ZEEV W. HECHTER as Managing Member of ENSEMBLE, LLC, a Florida limited liability company, who is [ ] personally known to me or who has [✓] produced D/L as identification.

My commission expires: 12.06.2008

NOTARY PUBLIC, State of Florida

YURICA LEYBA
NOTARY PUBLIC STATE OF NEW YORK
01 6133903
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 12-6-2008

This document prepared by:
Leslie Fernandez
Eduardo Jose Garcia, P.A.
Suite 300, Grove Professional Building
2950 SW 27th Avenue
Miami, Florida 33133

Folio No. 11212-01-13300

Space above this line for recording

WARRANTY DEED

This Warranty Deed executed this 2nd day of July, 2009 by

Westerdal, LLC, a Florida limited liability company
whose post office address is: 2225 109th Avenue North East, Bellevue, WA 98004,
party of the first part and hereinafter referred to as the grantor; to

Sun Beach Inn, LLC, a Florida limited liability company
whose post office address is: 309 Oklahoma Street, Hollywood, Florida 33019
party of the second part and hereinafter referred to as the grantee.

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

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the grantee, all that certain land, and the improvements erected thereon, situate and lying in BROWARD County, Florida, to wit (the "Property"):

Lot 6 and 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of BROWARD County, Florida.

SUBJECT TO: Taxes for the year 2009 & subsequent years; restrictions, conditions, limitations and easements of record, if any, without seeking to re-impose same; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities without seeking to re-impose same.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

[signatures contained on the following page]

(2)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of the Property in fee simple; that the grantor has good right and lawful authority to sell and convey the Property; that the grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in presence of us:

Witness #1 Signature

Leslie Fernandez
Witness #1 Print Name

Witness #2 Signature

Peter C. Carey
Witness #2 Print Name

Westerdal, LLC
a Florida limited liability company

By:
Name: Anders Westerdal
Title: Manager

STATE OF FLORIDA)
ss.:)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Anders Westerdal, Manager of Westerdal, LLC, a Florida limited liability company,** to me well known to be the person described in and who executed the foregoing Warranty Deed, or who has produced PASSPORT, as identification, and acknowledged before me that the Warranty Deed was executed freely and voluntarily for the purpose therein expressed and did so by taking an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of July, 2009.

Peter C. Carey

Notary Public, State of Florida

Notary Public State of Florida
Leslie Fernandez
My Commission DD447363
Expires 07/04/2009

/

This Instrument Was Prepared By:
Heidi B. Panepinto, Esq.
7724 Jewel Lane #102
Naples, Florida 34109

Record and Return To:
Gregory R. Fishman, P.A.
2750 NE 185th Street, Suite 204
Aventura, Florida 33180

Property Appraiser
Identification No.
5142 12 01 1330

WARRANTY DEED

THIS WARRANTY DEED made this 1st day of December, 2014 between **Sun Beach Inn, LLC, a Florida limited liability company,** (the "Grantor"), whose mailing address is **309 Oklahoma Street, Hollywood, Florida 33196**, and **Seven Par 001, LLC, a Florida limited liability company** (the "Grantee"), whose mailing address is **2901 Stirling Road, Suite 202, Fort Lauderdale, Florida 33312.**

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Broward County, Florida, and more particularly described as follows:

Lots 6 and 7, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida, of the Public Records of Broward County, Florida, together with all appurtenances thereunto attached.

Folio No: 11212-01-13300

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided this instrument shall not reimpose same.

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2. Real estate taxes for the year 2014 and all subsequent years.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

4. Restrictions, covenants, liens, terms and limitations set forth in the Declaration of Condominium referenced above and all exhibits thereto, as amended from time to time.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the day and year first above written.

Witnesses:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Sun Beach Inn, LLC, a Florida limited liability company

By: Rita Baziukiene, authorized member

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of December, 2014 by Ruta Baziukiene as authorized member of Sun Beach Inn, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or presented Drivers license as identification.

Notary Public, State of Florida
My Commission Expires:

GREGORY FISHMAN
MY COMMISSION EXPIRES
October 23, 2015
#EE 115267
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Instr# 117437676 , Page 1 of 3, Recorded 07/20/2021 at 02:47 PM
Broward County Commission
Deed Doc Stamps: $13440.00

PREPARED BY:
Matthew B. Wealcatch, Esq.
Matthew B. Wealcatch, P.A.
4000 Hollywood Blvd
Suite #725-S
Hollywood, FL 33021

RETURN TO:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
2980 NE 207 Street, Suite 603
Aventura, FL 33180

[Space Above This Line for Recording Data]

WARRANTY DEED

This Indenture made as of this 15th day of July, 2021, by **Seven Par 001 LLC, a Florida limited liability company,** whose post office address is 2901 Stirling Road, Suite 202, Fort Lauderdale, FL 33312 of the County of Broward Dade, State of Florida hereinafter called "**Grantor,**" to **VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company,** whose post office address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6,Key Biscayne, FL 33149, hereinafter called "**Grantee**";

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and beingin Broward County, Florida, to wit:

Lots 6 and 7, Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page(s) 31, of the Public Records of BROWARD County, Florida.

Subject to taxes for 2021 and subsequent years; and all matters of record provided that this shall not serve to reimpose same.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto of Grantor belonging or in any way appertaining to the Property, subject to those matters set forth on Exhibit "A" attached hereto, and the Grantor does hereby bind the Grantor and the Grantor's successors and assigns do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Seven Par 001 LLC, aFlorida limited liability company

Sign: _____

Print: Matthew Wealcatch

Sign: _____

Print: Michelle Martinez

By: _____
NOHUM LABKOWSKI
Title: Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2021 by NOHUM LABKOWSKI, as Manager of Seven Par 001 LLC, a Florida limited liability company, on behalf of said company.

MATTHEW WEALCATCH
Notary Public - State of Florida
Commission # GG 981458
My Comm. Expires Jun 21, 2024

_____
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires:

_____Personally Known OR ✓ Produced Identification
Type of Identification Produced RDL

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of HOLLYWOOD BEACH, FIRST ADDITION, as recorded in Plat Book 1, Page(s) 31, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

2. Restrictions, covenants, conditions and easements as set forth in those instruments recorded in Deed Book 25, Page 443 and Deed Book 25, Page 444, as affected by Release of Reverter recorded in Deed Book 701, Page 467 and Deed Book 701, Page 468; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Prepared by:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
2980 NE 207 St, Ste. 603
Aventura, FL 33180
File: RLG 21-053

After Recording Return to:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL394

Parcel ID: 5142-12-01-1330

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of January 25, 2022, between **VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company** ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **CPG309, LLC, a Florida limited liability company** ("Grantee"), whose mailing address is 753 Kearny Drive, Valley Stream, NY 11581.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company

By: _____
Viktor Goldenberg, Manager

_____
Print: Larissa Garcia
Witness

_____
Print: Debra Sanchez
Witness

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me by means of physical presence on January 21, 2022, by Viktor Goldenberg, Manager of VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] ☒ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida
Name printed: Lourdes Chang
My Commission Expires: 06/09/2022
Commission No.: GG186514

[NOTARIAL SEAL]

LOURDES CHANG
MY COMM. EXPIRES 06-09-2022
NOTARY PUBLIC
STATE OF FLORIDA
COMM. # GG 186514
BONDED THROUGH AMERICAN ASSOCIATION OF NOTARIES

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 and 7, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

This instrument prepared by and should be returned to:

J. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 25th day of January, 2022, at Miami-Dade County, Florida by **CPG309, LLC, a Florida limited liability company** (hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), whose address is 753 Kearny Drive, Valley Stream, NY 11581 and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain promissory note in the principal amount of **$1,365,000.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including

without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property ; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing. and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign:_____
Print Name: JACOB REKANT

Sign:_____
Print Name: Chaya Teitelbaum

MORTGAGOR:
CPG309, LLC, a Florida limited liability company

By: _____
Name: Ira Chaimovits
Title: Manager

STATE OF NEW YORK)
: SS
COUNTY OF NASSAU)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 24 day of January, 2022, appeared Ira Chaimovits, as Manager of CPG309, LLC, a Florida limited liability company, on behalf of the company, who (✓) is personally known to me or (__) who has produced _____ as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of New York
Print Name:_____
My Commission Expires:

JACOB REKANT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RE6122126
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES FEB. 7, 2025

EXHIBIT A

Lots 6 and 7, Block 9, Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address Blaxberg@blaxgray.com

C. SEND ACKNOWLEDGEMENT TO:
Name I. Barry Blaxberg

Address 25 SE 2nd Avenue, Suite 730

City/State/Zip Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME CPG309, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 753 Kearny Drive	This space not available.			
MAILING ADDRESS Line Two	CITY Valley Stream	STATE NY	POSTAL CODE 11581	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME BANESCO USA, a State chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 150 Alhambra Circle, Ste. 1000	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: the collateral listed on Exhibit B, which is located on the real property more fully described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR
☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0498

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a ORGANIZATION'S NAME			
CPG309, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
BANESCO USA, a State chartered bank				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

Address: 309 OKLAHOMA STREET, HOLLYWOOD, FL, 33019
Parcel ID: 5142 1201 1330
County: Broward
State: Florida

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT A

Lots 6 and 7, Block 9, Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

(a) all easement and other rights now or hereafter made appurtenant to the real property;

(b) all licenses (including without limitation, any operating licenses, liquor licenses, wine and beer licenses, food service licenses, restaurant licenses, entertainment licenses, business licenses or similar licenses required by law for the operation of a hotel or which have otherwise been obtained by the Mortgagor/Debtor), apparatus, machinery, furniture, furnishings, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, lighting, incinerating and plumbing apparatus, compressors, exhaust fans, elevators, escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electric signs, bulbs, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, call systems, pictures, mirrors, lamps, ornaments, carpeting, rugs, linoleum and other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlighting equipment, uniforms, screens, screen doors, awnings, blinds, refrigerators, ranges, ovens, garbage disposals, dishwashers, washing machines and clothes dryers, mantels and lobby furnishings, lawn mowers, landscaping and swimming pool equipment, hotel, kitchen and restaurant equipment, computers, software, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);

(c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;

(d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;

(e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;

(f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;

(g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;

(h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;

(j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;

(k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;

(l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;

(m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;

(n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;

(p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(r) all present and future income, rents, royalties, revenue, issues, profits, proceeds, room revenues, vending machine revenues, and other benefits which are now or hereafter derived from any and all of the Real Property and all accounts, accounts receivable, contract rights, general intangibles and other benefits which now or hereafter arise or result from the operation of the Real Property, including all amounts paid as rents or fees, charge accounts or other payments for the use or occupancy of rooms and other facilities in the improvements, and including, without limitation, all amounts payable or owing to Mortgagor/Debtor under any operating lease, management agreement or franchise agreement, any rights to payment for goods sold or leased, for services rendered, or for the rental, occupancy or use of the Premises, whether or not yet earned by performance, including, without limiting the generality of the foregoing, (i) all accounts arising from the operation of the Real Property, and (ii) all rights to payment from any consumer credit or charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express Card, the Visa Card, the Carte Blanche Card and the Master Card) and all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and

(t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/debtor.

(u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(v) any license agreement, franchise agreement or similar contract or agreement now or hereafter executed which permits or allows the Property to be operated as a hotel or motel under any applicable brand or name or similar operation; and

Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the S'ly corner of Section Twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C.&T. Co's Canal two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean five thousand six hundred eighty six and twenty five hundredths (5686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning, on the East bank of the F.C.L.C.&T. Co's Canal.

I, the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands, that the dimensions shown are correct to the best of my knowledge and belief.

By Frank Chinery, Engineer
License No. 872

State of Florida }
Brevard County } SS.

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12) in Township fifty one (51) South, of Range forty two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks shown on said plat.

Homeseeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

State of Florida }
County of Dade } SS

I Mary Munn a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth.

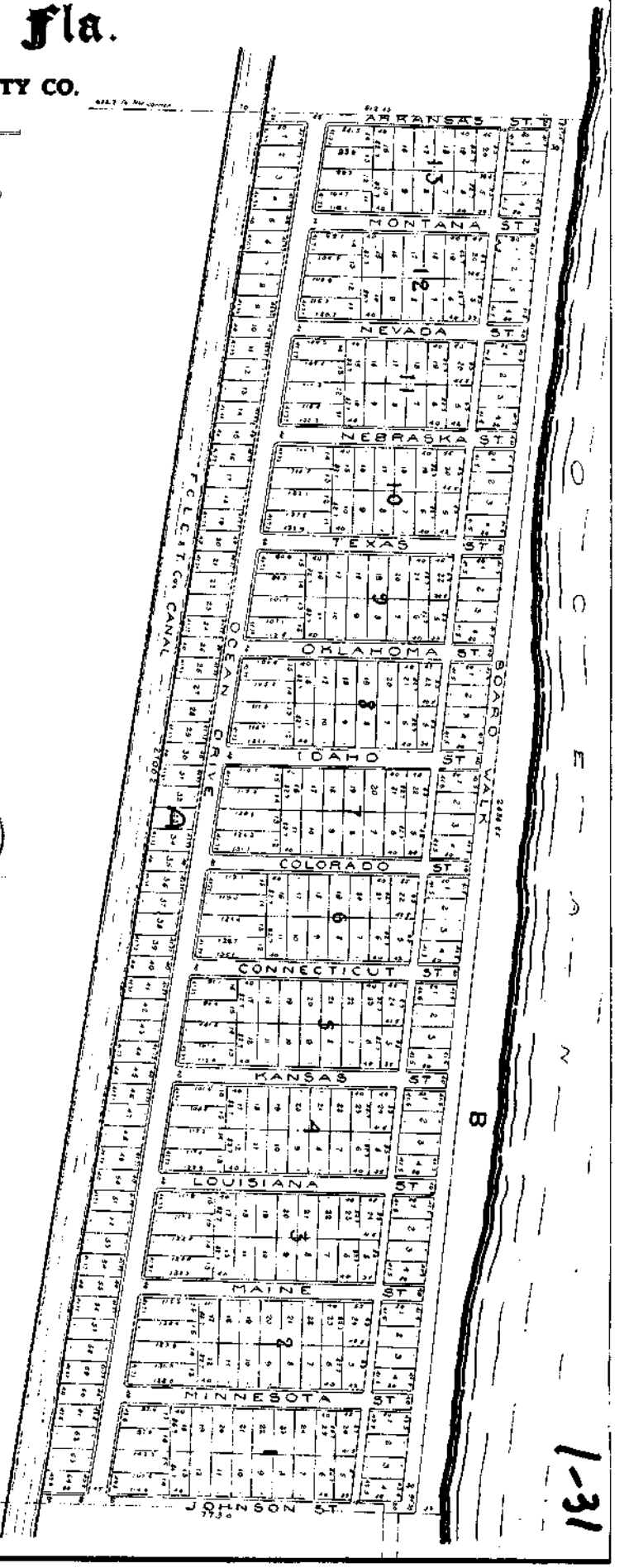
Witness my hand and Notarial Seal of Miami in said County and State this 12th day of February A.D. 1923.

My Commission expires on the 1st day of July 1926.

Mary Munn
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY } ss.
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31 WITNESS my official seal in the City of Fort Lauderdale, this the 21 day of Feb 1927
CLAUDE SCOTT, County Administrator
By [illegible] DC



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19395

1-31

ATTEST:

Lillian Allen
Secretary.

HOME SEEKERS REALTY COMPANY,

By D. G. Levin
Vice President.

Signed, Sealed and Delivered
in the presence of:
J. Horn
D. Eberwine

(CORPORATE SEAL)

STATE OF FLORIDA) ss
COUNTY OF DADE

I, Billie Eberwine, a Notary Public for the State of Florida at Large, HEREBY CERTIFY, that D. G. Levin and Lillian Allen both well known to me and known to me to be the Vice President and Secretary of the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of Sept. A. D. 1925.

(N. P. SEAL)
(Revenue Stamps $1.50)

Billie Eberwine
Notary Public State of Florida at Large.

My notarial commission expires 14th day of July A. D. 1927.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd. day of Oct. A. D. 1925, and recorded in Deed Book 27, page 443. RECORD VERIFIED.

Clerk Circuit Court

By [illegible] D. C.

22977 WARRANTY DEED

THIS INDENTURE, made this 8th day of September A. D. 1925, between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and Robert T. Wachner, Reading Pa. party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations ($10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns the following described land, being in the County of Broward and State of Florida, to-wit:

LOT SIX (6) BLOCK NINE (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 51, thereof.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the grantor.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-five hundred and no/100 Dollars ($2,500.00) and when so used, the grantee, shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, his heirs and assigns agrees that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST:

Lillian Allen
Secretary.

HOME SUBURBS REALTY COMPANY,

By D. G. Levin
Vice President.

Signed, Sealed and Delivered
in the presence of:
[illegible]
E. Sherwine

(CORPORATE SEAL)

STATE OF FLORIDA) ss
COUNTY OF DADE

I, Billie Sherwine, a Notary Public for the State of Florida at Large, DERBY COUNTY, that D. G. Levin and Lillian Allen both well known to me and known to me to be the Vice President and Secretary of the HOME SUBURBS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of Sept. A. D. 1925.

(N. P. SEAL)
(Revenue Stamps $1.50)

Billie Sherwine
Notary Public State of Florida at Large.

My notarial commission expires [illegible] 14th day of July A. D. 1927.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd., day of Oct. A. D. 1925, and recorded in Deed Book 21, page 445. RECORD VERIFIED.

Clerk Circuit Court

By [illegible] D. C.

22977 WARRANTY DEED

THIS INDENTURE, made this 8th day of September A. D. 19[illegible], between the HOME SUBURBS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and Robert T. Wachner, Reading Pa. party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations ($10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns the following described land, being in the County of Broward and State of Florida, to-wit:

LOT SIX (6) BLOCK NINE (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 21, thereof.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of said covenants, title to the said premises shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-five hundred and no/100 Dollars ($2,500.00) and when so used, the grantee, shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, his heirs and assigns agrees that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST: Lillian Allen
Secretary.

HOME BUILDING REALTY COMPANY,

Signed, Sealed and Delivered
in the presence of :
W. Horn
Billie Eberwine

By D. C. Nevin
Vice President.

(CORPORATE SEAL)

STATE OF FLORIDA |
COUNTY OF DADE | SS

I, Billie Eberwine, a Notary Public for the State of Florida at Large HEREBY CERTIFY, that D. C. Nevin and Lillian Allen, both well known to me and known to me to be the Vice President and Secretary of the HOME BUILDING REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of September A. D. 1926.

(N. P. SEAL)
(Revenue Stamps 1.50)

Billie Eberwine
Notary Public State of Florida at Large.

My notarial commission expires on the 14th day of July A. D. 192..

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd day of Oct. A. D. 1923, and recorded in Deed Book 2.., page 444. RECORD VERIFIED.

Clerk Circuit Court

By M. [illegible] D. C.

Issued

WARRANTY DEED

THIS DEED, Made the twenty-sixth day of September A. D. 19[illegible], by C. O. Verner Sjostrom and Caroline McK. Sjostrom, his wife, both of [illegible], in the County of Hampshire, State of Massachusetts, hereinafter called the grantors, to C. Robert W. Sjostrom, of the County of Dade, State of Florida, hereinafter called the grantee.

WITNESSETH, That the said grantors, in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, desire, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said grantee, and his heirs and assigns in fee simple the land situate in Broward County, State of Florida, described as follows:

Lot Four (4) of Block Thirteen (13) and Lot Three (3) of Block Fourteen (14), Section [illegible], Township 31 South, Range [illegible] East. Said tract of land containing 1[illegible] acres more or less.

This conveyance is made subject to any unpaid taxes and assessments, if any.

The property conveyed by this deed is situated in Broward County, Florida, and is shown upon a certain plat of Hallandale recorded in the Office of the Clerk of the Circuit Court of Dade County, Florida, according to plat book B, at page 1[illegible].

C. O. Verner Sjostrom, one of the grantors herein is the and the same person as Carl O. Verner Sjostrom, whose name appears in the record title of this property.

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and his heirs and assigns in fee simple.

AND the said grantors, for themselves and their heirs and legal representatives, covenant with said grantee, his heirs, legal representatives and assigns: That said grantors have indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantee, his heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantors, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantee, his heirs, legal representatives and assigns, as may reasonably be required; and that said grantors, do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
F. H. Schoonmaker
Madeline Mahaban

C. O. Verner Sjostrom (wafer seal)
Caroline McK. Sjostrom (wafer seal)

COMMONWEALTH OF MASSACHUSETTS.
COUNTY OF HAMPSHIRE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. O. Verner Sjostrom and Caroline McK. Sjostrom to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

305504

DEED 701 PAGE 467

RELEASE OF REVERTER

THIS INDENTURE made this 24th day of July A. D., 1950, between Home Seekers Realty Company a Florida corporation, hereinafter referred to as Party of the first part, and Herman Haas hereinafter referred to as the Party of the second part.

WITNESSETH

WHEREAS, Party of the first part formerly owned the fee simple title to that certain parcel of property hereinafter more particularly described, and

WHEREAS, Party of the first part did heretofore on the 6th day of September A. D. 19 23 convey said property hereinafter more particularly described to John H. Tigh and Margaret M. Tigh, his wife, Reading, Pa. recorded on the 2nd day of October A. D. 19 23 in Deed Book 25 Page 445 of the public records of Broward County, Florida which said deed contained reverter or forfeiture provisions more particularly set forth as follows:

"(a) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of violation of such covenants, title to said premises shall ipso facto revert to the Company.

(d) That in accepting this deed, the grantees, their heirs and assigns, agree, that the foregoing restrictions are made a part of consideration of the purchase price, and are covenants to run with the land, and in case of violation of the first restriction hereinabove mentioned, this deed shall ipso facto become null and void, and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the Grantor herein, its successors and assigns."

WHEREAS, said party of the second part has represented to Party of the first part that the title to the property more particularly described hereinafter is clouded by reason of the above quoted reversionary clauses contained in said deed hereinabove mentioned, and have requested that Party of the first part release said property from the operation of said reversionary clauses, and party of the first part being willing to grant said request.

NOW THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollars, lawful money of the United States in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby releases to the party of the second part any right, title, claim or interest that may now exist or hereinafter accrue to said party of the first part, its successors or assigns by reason of a violation of said reversionary clauses hereinabove quoted, involving the property more fully described hereinafter and does hereby release the following described property, situate, lying and being in Broward County, Florida, from said reverter or forfeiture provisions.

Lot 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31 of the public records of Broward County, Florida.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its Vice President and its corporate seal to be affixed, the day and year above written. Signed, sealed and delivered in our presence:

HOME SEEKERS REALTY COMPANY

Stanley M. Beckerman
Vice President

STATE OF FLORIDA,
COUNTY OF BROWARD.

I HEREBY CERTIFY that on the 24th day of July A. D., 1950 before me personally appeared STANLEY M. BECKERMAN, Vice President of the Home Seekers Realty Company a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing release of reverter to Herman Haas and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation. WITNESS my signature and official seal at Hollywood, Broward County, Florida, the day and year last aforesaid.

Notary Public, State of Florida at Large

Order: 23-102170 Page 1 of 1 Requested By: jasonalonso, Printed: 8/28/2023 11:53 AM
Doc: FLBROW:RDED 701-00467

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DEED 701 PAGE 468

RELEASE OF REVERTER

THIS INDENTURE made this 24th day of July A. D. 1950 between Home Seekers Realty Company a Florida corporation, hereinafter referred to as Party of the first part, and Herman Haas hereinafter referred to as the Party of the second part.

WITNESSETH

WHEREAS, Party of the first part formerly owned the fee simple title to that certain parcel of property hereinafter more particularly described, and

WHEREAS, Party of the first part did heretofore on the 8th day of September A. D. 19 23 convey said property hereinafter more particularly described to Robert B. Machmer, Reading Pa. recorded on the 2nd day of October A. D. 19 23 in Deed Book 25 Page 444 of the public records of Broward County, Florida which said deed contained reverter or forfeiture provisions more particularly set forth as follows:

"(a) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of violation of such covenants, title to said premises shall ipso facto revert to the Company.

(d) That in accepting this deed, the grantee his heirs and assigns, agree that the foregoing restrictions are made a part of consideration of the purchase price, and are covenants to run with the land, and in case of violation of the first restriction hereinabove mentioned, this deed shall ipso facto become null and void, and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the Grantor herein, its successors and assigns."

WHEREAS, said party of the second part has represented to Party of the first part that the title to the property more particularly described hereinafter is clouded by reason of the above quoted reversionary clauses contained in said deed hereinabove mentioned, and have requested that Party of the first part release said property from the operation of said reversionary clauses, and party of the first part being willing to grant said request.

NOW THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollars, lawful money of the United States in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby releases to the party of the second part any right, title, claim or interest that may now exist or hereinafter accrue to said party of the first part, its successors or assigns by reason of a violation of said reversionary clauses herein above quoted, involving the property more fully described hereinafter and does hereby release the following described property, situate, lying and being in Broward County, Florida, from said reverter or forfeiture provisions.

Lot 6, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, page 31 of the public records of Broward County, Florida.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its Vice President and its corporate seal to be affixed, the day and year above written.
Signed, sealed and delivered in our presence:

HOME SEEKERS REALTY COMPANY

Stanley M. Beckerman
Vice President

STATE OF FLORIDA,
COUNTY OF BROWARD.

I HEREBY CERTIFY that on the 24th day of July A. D. 1950 before me personally appeared STANLEY M. BECKERMAN, Vice President of the Home Seekers Realty Company a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing release of reverter to Herman Haas and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.
WITNESS my signature and official seal at Hollywood, Broward County, Florida, the day and year last aforesaid.

Notary Public, State of Florida at Large

STATE OF FLORIDA, COUNTY OF BROWARD
I HEREBY CERTIFY that the within instrument was received for record and recorded in Book 701 of Deeds on page 468 RECORD VERIFIED
TED CABAL, Clerk of the Circuit Court
By D. C.

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 08:24

BK 7489 PG 390

RECORD & RETURN TO:
ABRAMS, ARTOM, MORRIS, PESNICK, SCHNEIDER & MAGEE, P.A.
P. O. BOX [illegible]
HOLLYWOOD, FLORIDA [illegible]
ATTN: JACK F. MORRIS

28

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

BK 7480 PG 392

inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

BK 7489 PG 303

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OR 7480 PAGE 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

BK 7489 PG395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) <u>From BB-68</u> Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co nence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BD-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

REC 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
G. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

RE 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Planning Division ok DEC 9 1986

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

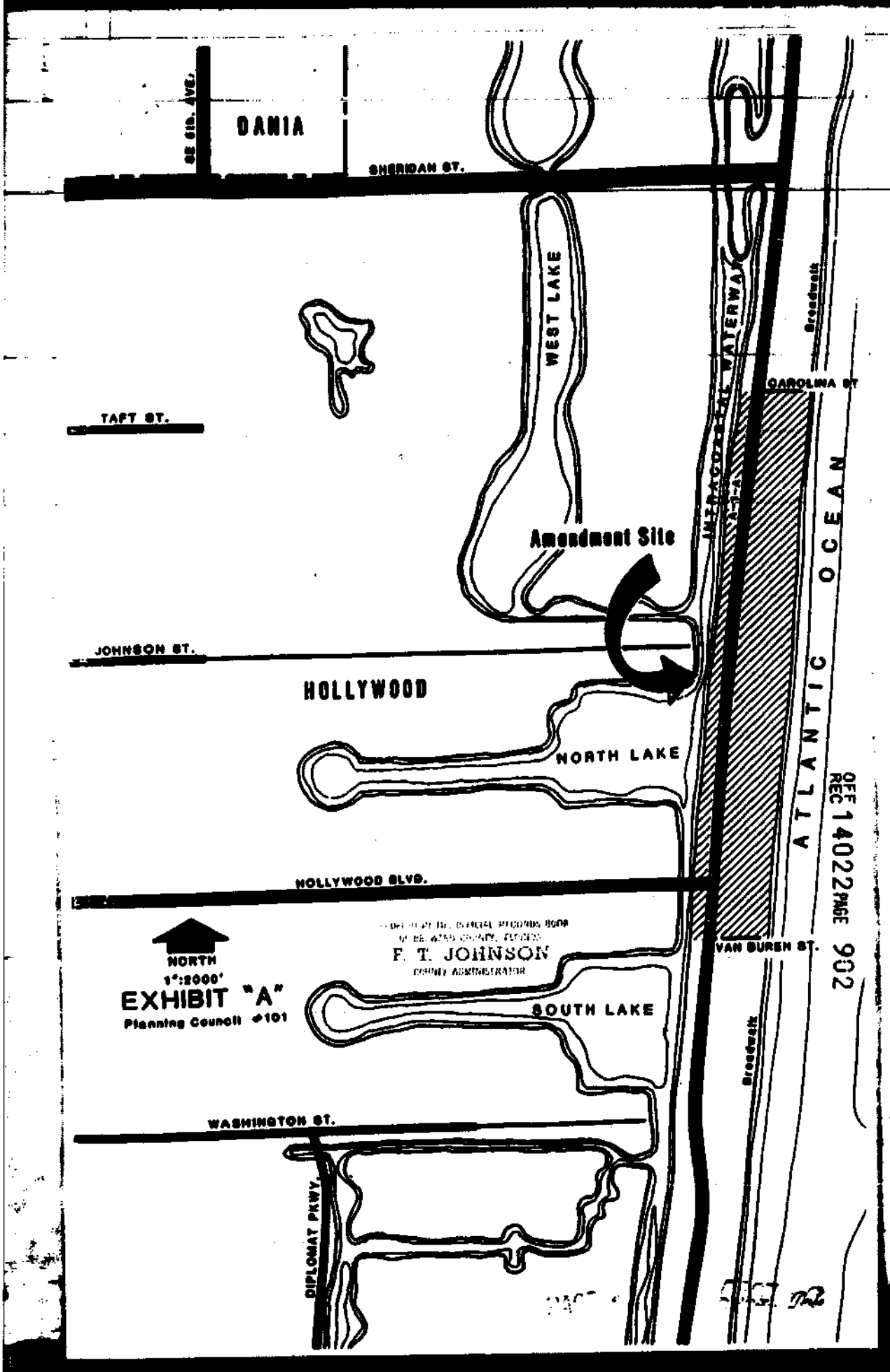
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 990

DEC 8 1986

Division of Planning

Return to Planning

13 00 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 12th day of January A.D., 19[illegible]

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

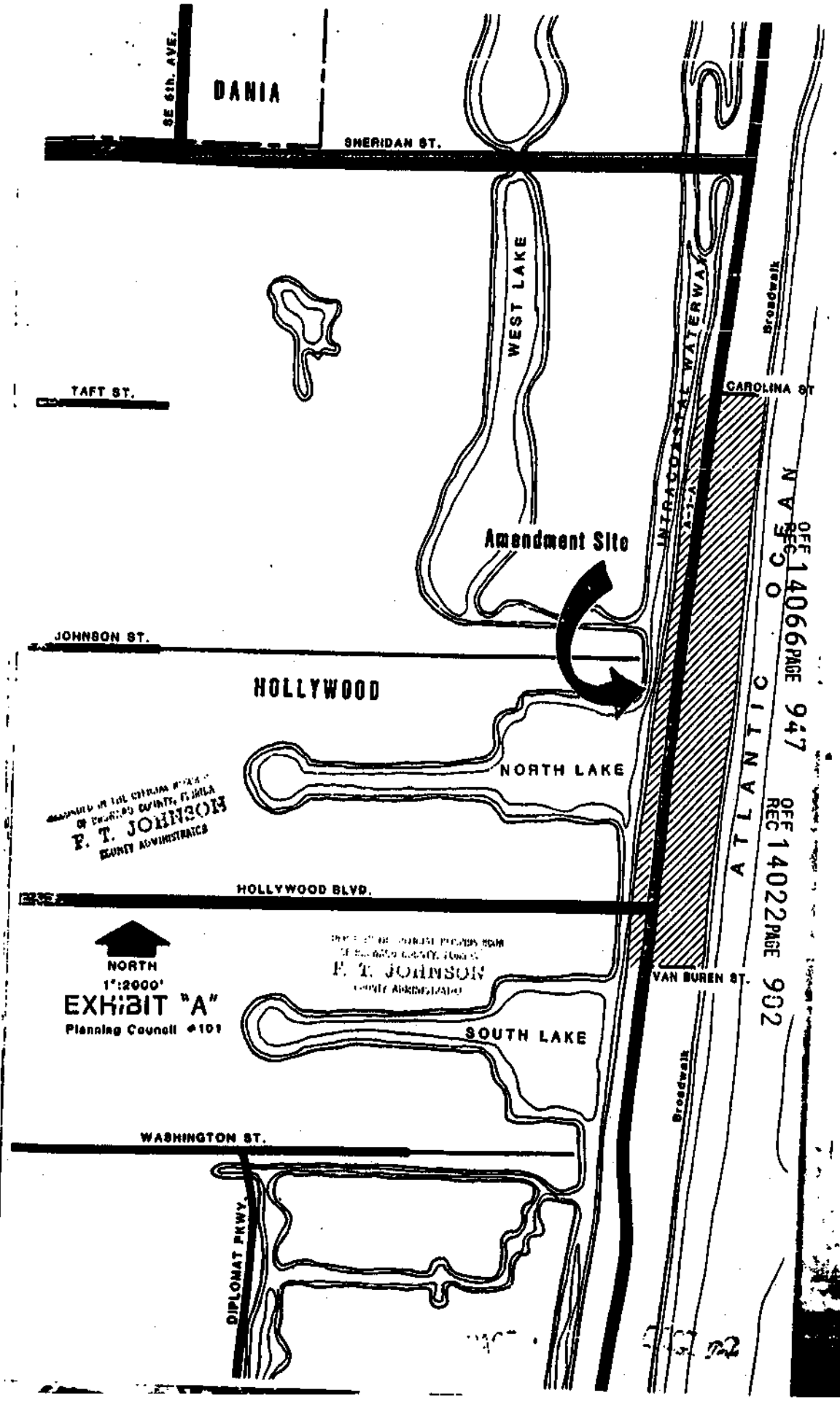
WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946
OFF REC 14022 PAGE 901


DANIA
SE 6th. AVE.
SHERIDAN ST.
WEST LAKE
INTRACOASTAL WATERWAY
Broadwalk
CAROLINA ST
TAFT ST.
Amendment Site
JOHNSON ST.
HOLLYWOOD
NORTH LAKE
F. T. JOHNSON
COUNTY ADMINISTRATOR
HOLLYWOOD BLVD.
NORTH
1":2000'
EXHIBIT "A"
Planning Council #101
F. T. JOHNSON
VAN BUREN ST.
SOUTH LAKE
Broadwalk
WASHINGTON ST.
DIPLOMAT PKWY.
ATLANTIC
OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti, Mayor

Witness signature

JANET D'ANDREA
Witness print name

Witness signature

MARION GRINKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Signature of Notary Public

Michele Anzalone
(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 19964
EXPIRES AUG 24 2008
BONDED THRU
ADVANTAGE NOTARY

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION**, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH**, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Control Doc 11/12/02 #19
Submitted by Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

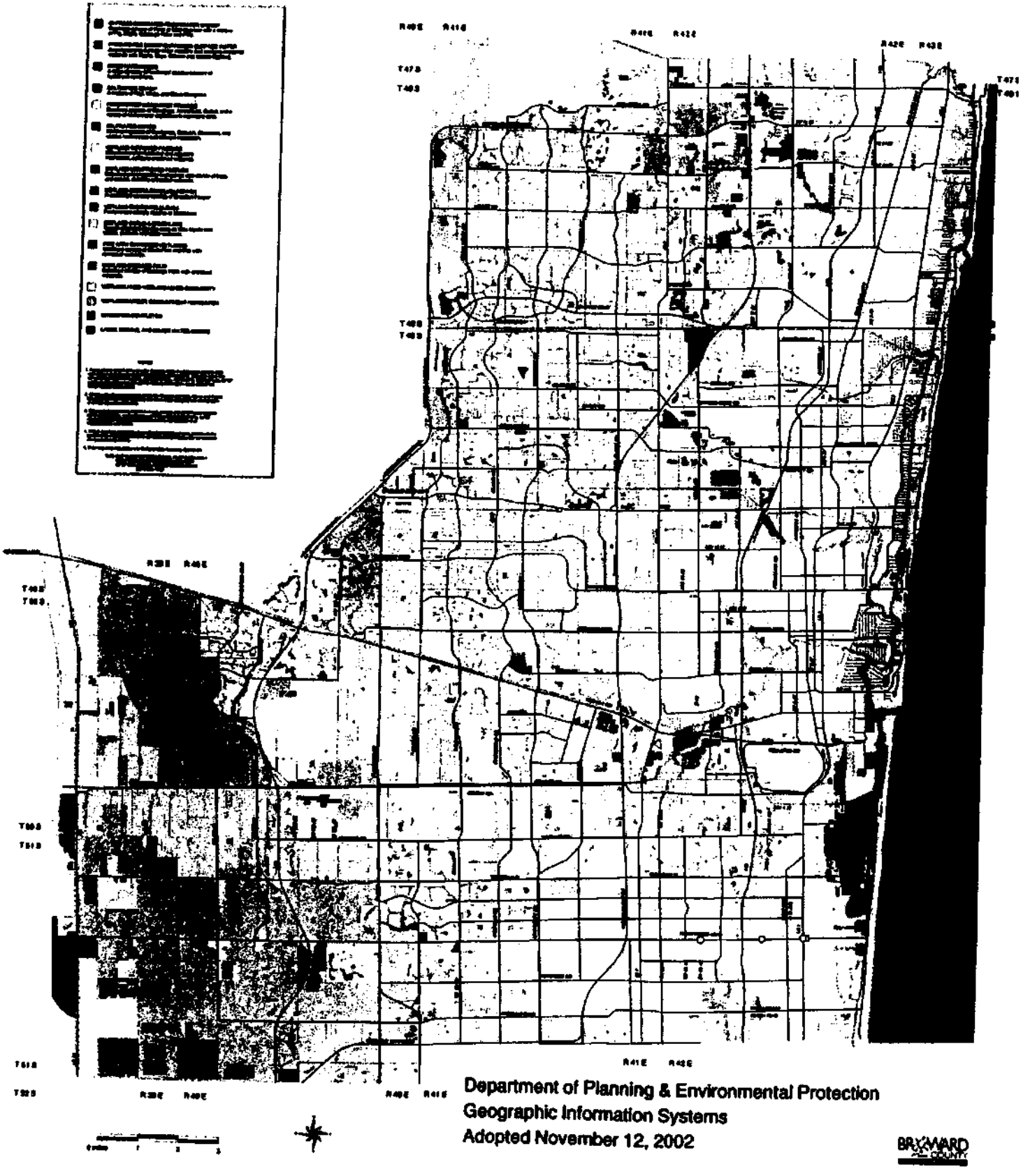
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

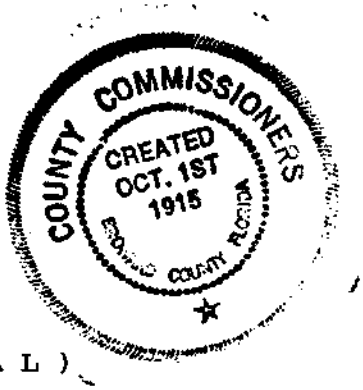
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

Contract # 337

(12)

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 1 day of July, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and SEVEN PAR 001 LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 2901 Stirling Rd Ste 202 Fort Lauderdale, FL 33312 ("Property Owner"), owner of the property located at 309 Oklahoma Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Silvana Korik, an authorized representative, this 1 day of December, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

SEVEN PAR 001 LLC

BY: _____
Silvana Korik, Registered Agent

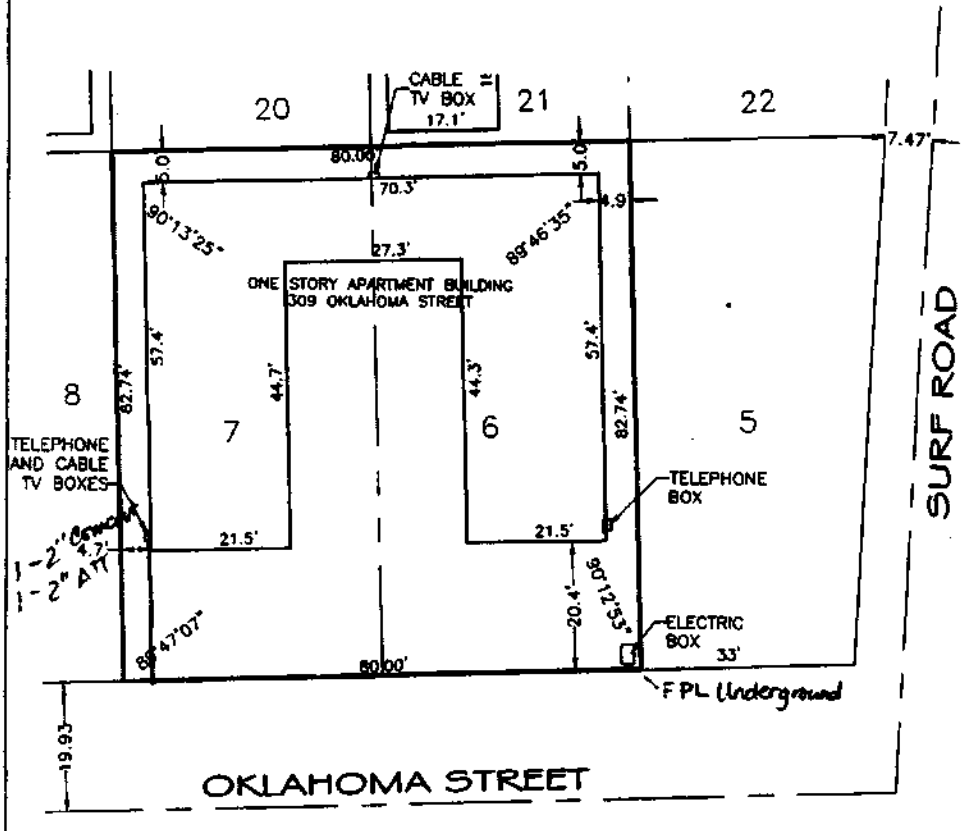
NOTARY

MARIA BALMACEDA
MY COMMISSION # FF967307
EXPIRES March 03, 2020

237

DESCRIPTION:

LOTS 6 & 7, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY FOR RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF OKLAHOMA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB # 1006178 | DATE: 08/08/16
SCALE: 1"= 30' | FIELD No.:
DRAWN BY: CM | CHECKED BY: SKS

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7600
LICENSED BUSINESS NO. 7018

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 9 and 10, Block 10 and Lots 18, 19 and 20, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, n/k/a HOLLYWOOD RE-VEL CO-OP, less Unit #2, #6, and #10

LAST RECORD TITLE HOLDER: Astrid 7 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See pages 2 and 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER SHOWN FOR REFERENCE ONLY: 514212-NT-0010

CURRENT TAXES: N/A

DELINQUENT: YES:_____ NO: _____ Tax Certificate No: N/A

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Chas, B. Miller and Sumeara Miller, husband and wife, to Hollywood Ru-vel, Inc., a corporation of Hollywood, Florida, dated July 24, 1953, filed August 14, 1953, and recorded in Official Records Book 18, Page 541.**

2. **Warranty Deed from William R. Kothmayer and Donna F. Kothmayer, his wife, to Hollywood Ru-vel, Inc., a corporation existing under the laws of the State of Florida, dated September 27, 1954, filed October 18, 1954, and recorded in Official Records Book 226, Page 97.**

3. **Warranty Deed from Leo G. Herdeg, a single man, and Maria V. Albright, a single woman, to Hollywood Ru-vel, Inc., a corporation existing under the laws of the State of Florida, dated April 1, 1963, filed April 3, 1963, and recorded in Official Records Book 2574, Page 474.**

4. **Special Warranty Deed from Hollywood Ru-Vel, Inc., a Florida Corporation, to VG Invest Zion 613 LLC, a Florida limited liability company, dated February 4, 2022, filed February 10, 2022, and recorded in Instrument # 117928820.**

5. **Special Warranty Deed from VG Invest Zion 613 LLC, a Florida limited liability company, to Astrid 7 LLC, a Florida limited liability company, dated November 14, 2022, filed November 15, 2022, and recorded in Instrument # 118518316.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement between Astrid 7 LLC and VG Invest Zion 613 LLC, dated November 14, 2022, filed November 15, 2022, and recorded in Instrument # 118518317; Assignment of Leases and Rents filed November 15, 2022, and recorded in Instrument # 118518318.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS (cont.):

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Certificate of Filing for the Hollywood Re-vel, Inc., filed May 24, 2006, and recorded in Official Records Book 42084, Page 1720; Amendment filed December 29, 2009, and recorded in Official Records Book 46762, Page 1210; Amendment filed December 29, 2009, and recorded in Official Records Book 46762, Page 1217; Amendment filed October 2, 2015, and recorded in Instrument # 113264200.**

8. **Right of Entry Permit and Temporary Construction Easement Agreement filed July 31, 2017, and recorded in Instrument # 114531845.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Astrid 7 LLC

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #1, HOLLYWOOD FL 33019	ID #	5142 12 NT 0010
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 1

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

This Indenture Made this 24th day of July, A. D. 1953,

BETWEEN CHAS. B. MILLER and SUMEARA MILLER, husband and wife,

of the County of Stark and State of Ohio parties of the first part and

HOLLYWOOD HU-VEL, INC., a corporation of Hollywood, Florida,

whose address is: 900 Kentucky Street, Hollywood, Florida,

party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of

- - - - - - Ten and no/100 Dollars ($10.00) - - - - - -

to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

All that certain parcel of land lying and being in the County of Broward, and State of Florida, more particularly described as follows: Lots Eighteen (18) and Nineteen (19) of Block Nine (9) of Hollywood Beach First Addition, being a subdivision of part of Section 12, Township 51, South, Range 42 east, according to the plat thereof recorded in Plat Book No. 1, page 31, of the public records of Broward County, Florida; said Tract situate, lying and being in Broward County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and claim, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part covenant with the said part of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances except taxes now due and that they have good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Chas. B. Miller (SEAL)

(SEAL)

(SEAL)

State of OHIO

County of STARK

I HEREBY CERTIFY, That on this 24th day of July A. D. 19 53, before me personally appeared Chas. B. Miller and Sumeara Miller, husband and wife,

to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Canton in the County of Stark and State of Ohio, the day and year last aforesaid.

Notary Public (SEAL)

My commission expires: Feb. 1955

OR. REC. 13 PAGE 542

THE STATE OF OHIO
Stark County, ss.

I, C. FRANK SHUBRARD, Clerk of the Court of Common Pleas, Stark County, Ohio, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That [illegible] whose name is subscribed to the deposition or certificate of the proof or acknowledgment to the annexed instrument, and that said WERNER was at the time of taking such deposition or proof and acknowledgment a Notary Public in and for said County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any court of said State and for general purposes [illegible] of said State of Ohio. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this [illegible] day of [illegible], 19[illegible]

Nº 1805

[illegible] Clerk

Warranty Deed

TO

Form 36 Florida WARRANTY DEED

TITLEBLANK manufactured by the office of Title Law Print, Publishers, Rockville

15.50
1V 502105

This Indenture,

Made this 27th *day of* September *A. D. 19* 54

Between WILLIAM R. KOTHMAYER and DONNA F. KOTHMAYER, his wife

of the County of Stark *and State of* Ohio
parties of the first part, and HOLLYWOOD RU-VEL, INC.
whose address is 320 McKinley Street, Hollywood, Florida
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Broward *and*
State of Florida *party of the second part.*

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* $10.00 and other good and valuable consideration
to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward *and State of Florida, more particularly described as follows:*

Lots Eight (8), Nine (9) and Ten (10), Block Ten (10) of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida

OCT 19 3 PM 1954

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*
And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said parties of the first part have hereunto set their hands and seals the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

Kita M Dowling — William R. Kothmayer (Seal)
Vincent W. Lapaster — Donna F. Kothmayer (Seal)
(Seal)
(Seal)

ELLIS & SPENCER
HOLLYWOOD, FLORIDA

State of ~~Florida~~ OHIO,

County of STARK

BK 226 PAGE 98

I HEREBY CERTIFY, *That on this* 27th *day of* September *A. D. 19* 54, *before me personally appeared* William R. Kothmayer and Donna P. Kothmayer, his wife

to me known to be the person described in and who executed the foregoing conveyance to Hollywood Ru-Vel, Inc.

and severally acknowledged the execution thereof to be their *free act and deed for the uses and purposes therein mentioned*

WITNESS *my signature and official seal at in the County of* Stark *and State of* ~~Florida~~ Ohio, *the day and year last aforesaid*

THE STATE OF OHIO
Stark County, ss.

I, FRANK SHERRARD, Clerk of the Court of Common Pleas, Stark County, Ohio, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That ..... Peter M. Rowley ..... whose name is subscribed to the deposition or certificate of the proof of acknowledgment of the annexed instruments and therein written, was at the time of taking such deposition, or proof and acknowledgment a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any court of said State and for general purposes and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of Ohio. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said depositions or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court at said County, this 8th day of September 1954

FRANK SHERRARD, RECORDER
Clerk of Common Pleas Court

Nº 2462

Warranty Deed

TO CORPORATION

WILLIAM R. KOTHMAYER and DONNA P. KOTHMAYER, his wife

TO

HOLLYWOOD RU-VEL, INC.

Date

ABSTRACT OF DESCRIPTION

Lots 8, 9 and 10,

Block 10, Hollywood Beach,

First Addition

STATE OF FLORIDA,
County of

On this *day of* *A. D. 19* , *at* *o'clock* *m.*, *this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* *in the* *of Book* *public records of said County.*

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the *Judicial Circuit of said State, in and for said County.*

Clerk.

D. C.

ELLIS AND SPENCER
ATTORNEYS AT LAW
HOLLYWOOD, FLORIDA

Form 84 Florida WARRANTY DEED (To Corporation)

OFF. REC. 2574 PAGE 474

TUTBLANK REGISTERED U.S. PAT. OFFICE Tuttle Law Print, Publishers, Rutland, Vt.

63-32391

10.80 L.05

This Indenture,

Made this 1st *day of* April *A. D. 19* 63

Between LEO G. HERDEG, a single man, and MARIA V. ALBRIGHT, a single woman,

of the County of Cass *and State of* Michigan *parties of the first part, and* HOLLYWOOD RU-VEL, INC.

a corporation existing under the laws of the State of Florida *having its principal place of business in the County of* Broward *and State of* Florida *party of the second part,* whose address is: 320 McKinley Street, Hollywood, Florida.

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* $10.00 and other good and valuable considerations *to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of* Broward *and State of Florida, more particularly described as follows:*

Lot Twenty (20), of Block Nine (9), of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

BROWARD COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX APR-3'63 1080 COMPTROLLER P.B. 150119

63 APR 3 PM 3:04

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:*

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

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said parties of the first part have hereunto set their hands and seals the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

Leo G. Herdeg (L.S.)
a single man

Maria V. Albright (L.S.)
a single woman

Ellis, Spencer, and Butler

OFF. REC. 2574 PAGE 475

State of Florida,

County of BROWARD

I HEREBY CERTIFY, *That on this* 1st *day of* April *A. D. 19* 63, *before me personally appeared* LEO G. HERDEG, a single man, and MARIA V. ALBRIGHT, a single woman, *to me known to be the persons described in and who executed the foregoing conveyance to* HOLLYWOOD RU-VEL, INC., a Florida corporation, *and severally acknowledged the execution thereof to be* their *free act and deed for the uses and purposes therein mentioned.*

WITNESS *my signature and official seal at* Hollywood *in the County of* Broward *and State of Florida, the day and year last aforesaid.*

My Commission Expires _____ *Notary Public*

Notary Public, State of Florida at Large
My Commission Expires Jan. 18, 1964
Bonded by American Surety Co. of N. Y.

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
W. E. BUNCH, JR.
CLERK OF CIRCUIT COURT

Warranty Deed

TO CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of

On this _____ *day of* _____ *A. D. 19* _____, *at* _____ *o'clock* _____ *m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* _____ *of Book* _____ *in the public records of said County.*

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* _____ *Judicial Circuit of said State, in and for said County.*

_____ *Clerk.*

_____, *D. C.*

Prepared by and Return to:
Seth Kimmel, Esq.
1806 N. Flamingo Road, Suite 240
Pembroke Pines, Florida 33028
Our File Number: 22-0044GS

For official use by Clerk's office only

STATE OF Florida	)	**SPECIAL WARRANTY DEED**
COUNTY OF Broward	)	(Corporate Seller)
	)	

THIS INDENTURE, made this February 4, 2022, between **Hollywood Ru-Vel, Inc., , a Florida Corporation,** whose mailing address is: 320 McKinley St #4, Hollywood, Florida 33019-3401, party of the first part, and **VG Invest Zion 613 LLC, a Florida limited liability company,** whose mailing address is: 50 W. Mashta Dr., Ste 6, Key Biscayne, Florida 33149 party/parties of the second part,

W I T N E S S E T H:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

PARCEL 1
Lots 18, 19 and 20, Block Nine (9), of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof recorded in Plat Book No. 1, Page 31, of the Public Records of Broward County, Florida; said lands situate and being in Broward County, Florida.

PARCEL 2
Lots 9 and 10, Block Ten (10), of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof recorded in Plat Book No. 1, Page 31, of the Public Records of Broward County, Florida; said lands situate and being in Broward County, Florida.

Parcel ID Number: **514212-NT-0010; 514212-NT-0020; 514212-NT-0030; 514212-NT-0040; 514212-NT-0050; 514212-NT-0060; 514212-NT-0070; 514212-NT-0080; 514212-NT-0090; 514212-NT-0100**

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

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 party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

Warranty Deed
Page 2
Our File Number: 22-0044GS

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on February 4 2022.

Signed, sealed and delivered
in the presence of:

Jamie Haren
Witness signature
Jamie Haren
Print witness name
Michael J Gruber
Witness signature
Michael S Gruber
Print witness name

Hollywood Ru-Vel, Inc., a Florida Corporation

By: J. Richard Perkins
Print Name: **J. Richard Perkins A/K/A ~~Rick~~ Perkins**
Title: **President**

(Corporate Seal)

State of Ohio
County of Stark

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4 day of February, 2022 by J. Richard Perkins A/K/A Rick Perkins, President of Hollywood Ru-Vel, Inc., a Florida corporation, on behalf of the corporation, who [X] is personally known to me or [_____] who has produced _____ as identification.

Jamie Haren
Notary Public
Jamie Haren
Print Notary Name

My Commission Expires:_____

Notary Seal

NOTARIAL SEAL STATE OF OHIO

JAMIE M. HAREN
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Exhibit "A"

RESOLUTION OF THE SHAREHOLDERS
OF HOLLYWOOD RU-VEL, INC.

The undersigned, being all of the shareholders of Hollywood Ru-Vel, Inc., a Florida corporation, hereby take the following action:

WHEREAS, a meeting of the shareholders of this corporation was duly called and held on December 19, 2021;

WHEREAS, the President of the corporation has negotiated with interested buyers for the purchase of the lands and building owned by the corporation;

WHEREAS, a summary of the proposed contracts has been discussed with all shareholders;

WHEREAS, a quorum of the shareholders present at this meeting, in person by electronic means, was decided by unanimous vote that it is in the best interest of the corporation for all the assets of the corporation to be sold and the President is authorized to execute the contract he deems best for the shareholders and all other documents, including a deed and closing statement, to close the transaction;

THEREFORE, it is RESOLVED that the proceeds of sale of the property after the real estate closing and the payment of the corporations tax liabilities and other post-sale expenses be distributed to the shareholders pursuant to each stockholders percentage share of the total capital stock of the corporation.

FURTHER RESOLVED, that after distribution of the net proceeds that the corporation wind up its affairs, that the corporation be dissolved and that a certificate to that effect be filed in the office of the Florida Secretary of State.

FURTHER RESOLVED, that J. Richard Perkins, as President of the Corporation, is hereby authorized to perform such acts and to make, execute, deliver, file and record instruments, certificates and documents, including amendments thereof, as may, in his judgment, be necessary or appropriate to sell the assets of the Corporation, close the transaction and wind up the affairs of the Corporation.

FURTHER RESOLVED, that upon the sale being approved, every shareholder shall vacate and surrender occupancy of the apartment(s) they are permitted to occupy at least forty-eight (48) hours prior to the date of closing.

FURTHER RESOLVED, that there shall be one (1) vote for the shares of stock associated with each Unit and, if there are more than one (1) owner of the shares of stock associated with a Unit that those Unit Owners designate one (1) of those owners to execute this Resolution indicating the joint vote of all of the Owners of the shares of stock associated with that Unit.

[SIGNATURE PAGE TO FOLLOW]

SHAREHOLDERS:

Unit #1:	☑ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☑ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☒ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☒ Approve	☐ Disapprove	Patricia J Perkins Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

EHOLDERS:

1: ☐ Approve ☐ Disapprove _____ Signature

2: ☐ Approve ☐ Disapprove _____ Signature

3: ☐ Approve ☐ Disapprove _____ Signature

4: ☐ Approve ☐ Disapprove _____ Signature

: ☐ Approve ☐ Disapprove _____ Signature

: ☑ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

☒ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

Prepared by:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
1379 Harbor View East
Hollywood, FL 33019
File: RLG 22-047

After Recording Return to:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL471

Folio References#: 514212-NT-0010; 514212-NT-0020; 514212-NT-0030; 514212-NT-0040; 514212-NT-0050; 514212-NT-0060; 514212-NT-0070; 514212-NT-0080; 514212-NT-0090; 514212-NT-0100

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of November 14, 2022, between **VG INVEST ZION 613 LLC, a Florida limited liability company** ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **ASTRID 7 LLC, a Florida limited liability company** ("Grantee"), whose mailing address is 3350 SW 57 Place, Fort Lauderdale, FL 33312.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VG INVEST ZION 613 LLC, a Florida limited liability company

By: Viktor Goldenberg
Viktor Goldenberg, Member

Print: Vanessa Paiz
Witness

Print: Ivette Cave
Witness

STATE OF FLORIDA }
COUNTY OF Miami-Dade } SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization on November 10, 2022, by Viktor Goldenberg, as Member of VG INVEST ZION 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] ☐ is personally known to me or ☑ has produced Florida Driver License as identification.

IVETTE CAVE
Notary Public - State of Florida
Commission # GG 294981
My Comm. Expires May 3, 2023
[NOTARIAL SEAL]

Notary Public, State of Florida
Name printed: Ivette Cave
My Commission Expires: 5/3/2023
Commission No.: GG294981

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Less and except any dedications and rights-of-way.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

Prepared by and after
recording return to:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1379 Harbor View East
Hollywood, FL 33019
Ph: 786-286-1160

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $3,500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF $12,250.00 AND NONRECURRING INTANGIBLE TAX IN THE AMOUNT OF $7,000.00 ARE BEING PAID IN CONNECTION WITH THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $3,500,000.00 SECURED HEREBY.

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT dated November 14, 2022 (together with any amendments or modifications hereto in effect from time to time, the **"Mortgage"**), is made by **ASTRID 7 LLC**, a Florida limited liability company, having an address of 3350 SW 57 Place, Fort Lauderdale, FL 33312 (**"Mortgagor"**) in favor of **VG INVEST ZION 613 LLC**, a Florida limited liability company, having an office at 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149 (together with its assigns and successors, **"Mortgagee"**).

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00) (the **"Loan"**), together with interest thereon, as evidenced by a Promissory Note of even date herewith from Mortgagor to Mortgagee (the **"Note"**);

NOTE TO RECORDER: All documentary stamp and intangible taxes due in connection with the indebtedness evidenced by the Note are being paid in connection with the recordation of this instrument.

WHEREAS, Mortgagor is the owner of fee simple title to that certain real property located in Broward County, Florida, as more particularly described in Schedule "A" attached hereto and made a part hereof (the **"Real Estate"**); and

WHEREAS, to induce Mortgagee to make the Loan and to secure payment of the Note and the other obligations described below, Mortgagor has agreed to execute and deliver this Mortgage; and

GRANTING CLAUSES

NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Note (and all extensions, renewals, replacements and amendments thereof) and the other Loan Documents (as such term is defined in the Note, the **"Loan Documents"**); (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) intentionally omitted; (iv) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Mortgagee for the account of Mortgagor; and (v) all other obligations or indebtedness of Mortgagor to Mortgagee of whatever kind or character and whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees (subsections (i), (ii), (iii), (iv) and (v) collectively, the **"Liabilities"**), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,** all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the **"Property"**):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the **"Improvements"**);

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the **"Service Equipment"**), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course

of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the **"Leases"**); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the **"Rents"**); all of the following personal property (collectively referred to as the **"Contracts"**): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; and all other claims or demands of Mortgagor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the **"Appurtenances"**); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the **"Code"**) of the State in which the Property is located (collectively, the **"Proceeds"**) and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and

inventory, including without limitation, proceeds, if any, from business interruption or other loss of income insurance.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Mortgagee and its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if (i) all the Liabilities are paid in full, (ii) each and every representation, warranty, agreement and covenant of this Mortgage and the other Loan Documents are complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void and canceled of record.

The terms of the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

AND Mortgagor covenants and agrees with and represents to Mortgagee as follows:

1. **FUTURE ADVANCES; PROTECTION OF PROPERTY**. This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances under the Liabilities made by Mortgagee to or for the benefit of Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), including, without limitation: (i) principal, interest, late charges, fees and other amounts due under the Liabilities or this Mortgage; (ii) all advances by Mortgagee to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (iii) all advances made or costs incurred by Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Property or the lien of this Mortgage; and (iv) all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Liabilities. The total amount of the Liabilities that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at any one time shall not exceed Eight Million and No/100 Dollars ($8,000,000.00).

Mortgagor agrees that if, at any time during the term of this Mortgage or following the commencement of a foreclosure action hereunder (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Mortgage including, without limitation, payment of any of the foregoing, Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Mortgagee shall be added to the amount secured by this Mortgage and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS**.

2.1. **Payment and Performance**. Mortgagor shall (a) pay to Mortgagee all sums required to be paid by Mortgagor under the Loan Documents, in accordance with their stated terms and conditions; (b) perform and comply with all terms, conditions and covenants set forth in each of the Loan Documents by which Mortgagor is bound; and (c) perform and comply with all of Mortgagor's obligations and duties as landlord under any Leases.

2.2. **Seisin and Warranty**. Mortgagor hereby warrants that (a) Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Property; (b) Mortgagor has the right, full power and lawful authority to mortgage, grant, convey and assign the same to Mortgagee in the manner and form set forth herein; and (c) this Mortgage is a valid and enforceable first lien on the Property. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be reasonably required by Mortgagee to protect fully the lien of this Mortgage.

2.3. **Insurance**. (a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage the following insurance: (i) comprehensive commercial general liability insurance covering all operations of Mortgagor; (ii) "All-Risk" fire and extended coverage hazard insurance (non-reporting Commercial Property Policy with Special Cause of Loss form, a Replacement Cost and Agreed Amount/Stipulated Value Endorsement and a Sinkhole Endorsement, if deemed necessary by Mortgagee) covering the Property in an aggregate amount not less than 100% of the agreed upon full insurable replacement value of the Property, including coverage for loss of rents or business interruption and for windstorm and acts of terrorism; (iii) during the course of any construction, reconstruction, remodeling or repair of any Improvements, builders' all-risk extended coverage insurance (non-reporting Completed Value with Special Cause of Loss form) in amounts based upon the completed replacement value of the Improvements (excluding roads, foundations, parking areas, paths, walkways and like improvements) and endorsed to provide that occupancy by any person shall not void such coverage; (iv) if the Property is required to be insured pursuant to the National Flood Insurance Reform Act of 1994, and the regulations promulgated thereunder, flood insurance in an amount at least equal to the lesser of the agreed upon full insurable replacement value of the Property (less any value attributable to the Real Estate) or the maximum limit of coverage available; (v) insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (vi) such other insurance as Mortgagee may reasonably require, including, without limitation, boiler and machinery insurance, sinkhole insurance, wind storm insurance, and war risk and/or terrorism risk, as applicable.

(b) Each insurance policy required under this Section shall: (i) be written by an insurance company authorized or licensed to do business in the state within which the Property is located having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than XII; (ii) be for terms of at least one year, with premium prepaid; (iii) be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, content, forms of policies and expiration dates; and (iv) name Mortgagee, its successors and assigns: (1) as an additional insured under all liability insurance policies, (2) as the first mortgagee, under a

standard non-contributory mortgagee clause, on all property insurance policies and all loss of rents or loss of business income insurance policies and (3) all policies shall indicate that notices related to such insurance shall be sent to Mortgagee at the address set forth on Page 1 of this Mortgage. Co-insurance is not acceptable to Mortgagee with respect to any insurance policy.

(c) Mortgagor further agrees that each insurance policy: (i) shall provide at least thirty (30) days' prior written notice to Mortgagee prior to any policy reduction or cancellation for any reason; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Mortgagee in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of setoff, counterclaim, deduction or subrogation against Mortgagor; and (iv) shall exclude Mortgagee from the operation of any coinsurance clause.

(d) Mortgagor further agrees that the deductible for windstorm coverage shall not exceed five percent (5%) unless approved in writing by Mortgagee, in its sole and absolute discretion. If the property insurance policy excludes windstorm coverage in the windstorm pool areas, Mortgagor covenants and agrees to obtain the maximum coverage from the Citizens Property Insurance Corporation.

(e) At least thirty (30) days prior to the expiration of any insurance policy, Mortgagor shall furnish evidence satisfactory to Mortgagee that such policy has been renewed or replaced or is no longer required.

(f) Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section 2.3., and Mortgagee elects to obtain insurance to protect its interests hereunder, Mortgagee may obtain insurance in any amount and of any type Mortgagee deems appropriate to protect Mortgagee's interest only and Mortgagee shall have no duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense in accordance with Section 1 hereof. Mortgagee's election to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.

2.4. **Taxes and Other Charges**. Mortgagor shall promptly pay and discharge all taxes, assessments, water and sewer rents, and other governmental charges imposed upon the Property prior to delinquency, but in no event after interest or penalties commence to accrue thereon or become a lien upon the Property. Notwithstanding the foregoing, Mortgagor shall have the right to contest, at its own expense, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity of such taxes, assessments, water and sewer rents, or other governmental charges, provided that: (a) Mortgagor has established on its books or by deposit of cash with Mortgagee, at the option of Mortgagee, a reserve for the payment thereof in such amount as Mortgagee may require; and (b) such contest operates to prevent collection, stay any proceedings which may be instituted to enforce payment of such item, and prevent a sale of the Property to pay such item. Mortgagor shall promptly provide to Mortgagee, upon request, copies of receipted tax bills, canceled checks or other evidence satisfactory to Mortgagee evidencing that such taxes, assessments, water and sewer rents, and other governmental charges have been timely

paid. Notwithstanding the foregoing, the annual property tax bill shall be paid by Borrower the same month that it is able to be paid (even if this is a discounted early pay period).

2.5. **Escrows**. If required by Mortgagee at any time, or after the occurrence of an Event of Default, Mortgagor shall pay to Mortgagee at the time of each installment of interest or of interest and principal, as the case may be, due under the Note, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of taxes and assessments levied or assessed against the Property, and/or (b) the premiums which will next become due on the insurance policies required by this Mortgage, all in amounts as estimated by Mortgagee, less all sums already paid therefor or deposited with Mortgagee for the payment thereof, divided by the number of payments to become due before one (1) month prior to the date when such taxes and assessments and/or premiums, as applicable, will become due, such sums to be held by Mortgagee to pay the same when due. If such escrow funds are not sufficient to pay such taxes and assessments and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Mortgagee, upon request, such additional amounts as Mortgagee shall estimate to be sufficient to make up any deficiency. No amount paid to Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of Mortgagee and no interest shall be payable thereon. Upon the occurrence of an Event of Default, Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Liabilities.

2.6. **Transfer of Title**. Without the prior written consent of Mortgagee in each instance, Mortgagor shall not cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, nor shall Mortgagor enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. Without the prior written consent of Mortgagee, Mortgagor shall not cause or permit a change in the identity of the party responsible for the day-to-day control of the Property. A **"transfer"** of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company or other business entity, the transfer (whether in one transaction or a series of transactions and whether a direct or indirect transfer) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity; (d) if Mortgagor or any member of Mortgagor is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases. No consent for a transfer will be required if the Loan and the Liabilities are repaid in full by wire transfer of federal funds simultaneously with such transfer.

2.7. **No Encumbrances**. Mortgagor shall not create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or

inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Neither Mortgagor nor its constituents shall obtain any mezzanine or other secondary financing.

2.8. **Removal of Fixtures**. Mortgagor shall not (except in the ordinary course of business) remove or permit to be removed from the Property any fixtures, if any, presently or in the future owned by Mortgagor as the term "fixtures" is defined by the law of the state where the Property is located (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value).

2.9. **Maintenance and Repair; Alterations**. (a) Mortgagor shall (i) abstain from and not permit the commission of waste in or about the Property; (ii) keep the Property, at Mortgagor's own cost and expense, in safe condition; (iii) make or cause to be made, as and when necessary, all repairs and replacements, whether or not insurance proceeds are available therefor; and (iv) not remove, demolish, materially alter, or otherwise dispose of all or any part of the Property without Mortgagee's consent not to be unreasonably withheld, conditioned or delayed. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Property and shall be covered by the lien of this Mortgage.

(b) Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Mortgagee, the necessity for any repair, alteration, replacement, clean-up or maintenance in order to keep the Property and the improvements thereupon safe and free of governmental violations, Mortgagor shall, at the discretion of Mortgagee, either: (i) cause such work to be effected promptly; or (ii) promptly establish an interest bearing reserve fund with Mortgagee in an amount reasonably determined by Mortgagee for the purpose of effecting such work.

2.10. **Compliance with Applicable Laws**. Mortgagor agrees to observe, conform and comply, and to cause its tenants, if any, to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the **"Legal Requirements"**), now or hereafter affecting all or any part of the Property, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements.

2.11. **Damage, Destruction and Condemnation**.

(a) If all or any part of the Property shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Loan Documents and Mortgagor shall continue to be obligated to make such payments.

(b) If all or any part of the Property is partially or totally damaged or destroyed, Mortgagor shall give prompt notice thereof to Mortgagee, and Mortgagee may make proof of loss

if not made promptly by Mortgagor. Mortgagor hereby authorizes and directs any affected insurance company to make payment under such insurance, including return of unearned premiums, to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise, in consultation with Mortgagor, any claims for loss, damage or destruction to the Property. Mortgagor shall pay all costs of collection of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Mortgagee as security for payment of the Liabilities. Mortgagee shall have the option, in its sole discretion, of paying or applying all or any part of the insurance proceeds to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.

(c) Promptly upon obtaining knowledge of the institution of any proceeding for the condemnation of all or any part of the Property, Mortgagor shall give notice to Mortgagee. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceeding and shall consult with Mortgagee, its attorneys and experts, and shall cooperate with it in the defense of any such proceeding. Mortgagee may participate in any such proceeding and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor shall not, without Mortgagee's prior written consent, enter into any agreement (i) for the taking or conveyance in lieu thereof of all or any part of the Property, or (ii) to compromise, settle or adjust any such proceeding. All awards and proceeds of condemnation are hereby assigned to Mortgagee, and Mortgagor, upon request by Mortgagee, agrees to make, execute and deliver any additional assignments or documents necessary from time to time to enable Mortgagee to collect the same. Such awards and proceeds shall be paid or applied by Mortgagee, in its sole discretion, to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property; or (iii) Mortgagor.

(d) Nothing herein shall relieve Mortgagor of its duty to repair, restore, rebuild or replace the Property following damage or destruction or partial condemnation if no or inadequate insurance proceeds or condemnation awards are available to defray the cost of repair, restoration, rebuilding or replacement.

2.12. **Required Notices**. Mortgagor shall notify Mortgagee within three (3) business days of: (a) receipt of any notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Property or alleging a violation of any Legal Requirement; (b) a substantial change in the occupancy or use of all or any part of the Property; (c) receipt of any notice from the holder of any lien or security interest in all or any part of the Property; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor or the value of the Property; (e) a pending or threatened condemnation of all or any part of the Property; (f) a fire or other casualty causing damage to all or any part of the Property; (g) receipt of any notice with regard to any Release of Hazardous Substances (as such terms are defined below) or any other environmental matter affecting the Property or Mortgagor's interest therein; (h) receipt of any request for information, demand letter or notification of potential liability

from any entity relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Property or at any other site owned or operated by Mortgagor; (i) receipt of any notice from any tenant at the Property alleging a default, failure to perform or any right to terminate its lease or to set-off rents; or (j) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Property.

2.13. **Books and Records; Inspection**. Mortgagor shall keep and maintain (a) complete and accurate books and records, in accordance with generally accepted accounting principles consistently applied, reflecting all items of income and expense in connection with the operation of the Property, and (b) copies of all written contracts, leases and other agreements affecting the Property. Mortgagee or its designated representatives shall, upon reasonable prior written notice to Mortgagor, have (a) the right of entry and free access to the Property during business hours (which may be without notice in any case of emergency) to inspect the Property, and (b) the right to examine and audit all books, contracts and records of Mortgagor relating to the Property.

2.14. **Right to Reappraise**. Mortgagee shall have the right to conduct or have conducted by an independent appraiser acceptable to Mortgagee updated appraisals of the Property in form and substance satisfactory to Mortgagee at the sole cost and expense of Mortgagor, except that Mortgagor shall not be required to pay the cost of an appraisal more frequently than once every calendar year unless (x) an Event of Default exists, or (y) the appraisal was required by a governmental or other regulatory agency.

3. SECURITY AGREEMENT. This Mortgage constitutes a security agreement under the Code and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in the personal and other property (other than real property) included in the Property, and all replacements of, substitutions for, and additions to, such property, and the proceeds thereof. Mortgagor shall, at Mortgagor's own expense, execute, deliver, file and refile any financing or continuation statements or other security agreements Mortgagee may require from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such property. A photocopy of an executed financing statement shall be effective as an original. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for or on behalf of Mortgagor at Mortgagor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable.

4. ASSIGNMENT OF LEASES.

4.1. Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Mortgagee all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the

Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Mortgagee, terminate upon the occurrence of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. Nothing contained in this Section 4.1, and no collection by Mortgagee of Rents, shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

4.2. Mortgagor and Mortgagee have executed an Assignment of Leases and Rents which shall govern the terms of the assignment of leases.

4.3. Intentionally deleted.

5. DECLARATION OF NO OFFSET. Mortgagor represents to Mortgagee that Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity. Mortgagor shall, within seven (7) days upon request by Mortgagee, furnish to Mortgagee or Mortgagee's designee a written statement in form satisfactory to Mortgagee stating the amount due under the Liabilities and whether there are offsets or defenses against the same, and if so, the nature and extent thereof.

6. ENVIRONMENTAL MATTERS.

6.1. **Definitions**. As used herein, **"Environmental Laws"** shall mean all existing or future federal, state and local statutes, ordinances, regulations, rules, executive orders, standards and requirements, including the requirements imposed by common law, concerning or relating to industrial hygiene and the protection of health and the environment including but not limited to: (a) those relating to the generation, manufacture, storage, transportation, disposal, release, emission or discharge of Hazardous Substances (as hereinafter defined); (b) those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property; and (c) those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property. Any terms mentioned herein which are defined in any Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

6.2. **Representations, Warranties and Covenants**. Mortgagor represents, warrants, covenants and agrees as follows:

(a) Mortgagor is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Environmental Law. Mortgagor shall not cause or permit the Property to be in violation of, or do anything which would subject the Property to any remedial obligations under, any Environmental Law, and shall promptly notify Mortgagee in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Environmental Law. In addition, Mortgagor shall provide Mortgagee with copies of any and all material written communications

with any governmental authority in connection with any Environmental Law, concurrently with Mortgagor's giving or receiving of same.

(b) Mortgagor has taken all steps reasonably (including without limitation, reviewing existing environmental reports and/or ordering new environmental reports) necessary to determine and has determined that there has been no release, spill, discharge, leak, disposal or emission (individually a **"Release"** and collectively, **"Releases"**) of any hazardous material, hazardous substance or hazardous waste, including gasoline, petroleum products, explosives, toxic substances, solid wastes and radioactive materials (collectively, **"Hazardous Substances"**) at, upon, under or within the Property. The use which Mortgagor or any other occupant of the Property makes or intends to make of the Property will not result in Release of any Hazardous Substances on or to the Property. During the term of this Mortgage, Mortgagor shall take all steps necessary to determine whether there has been a Release of any Hazardous Substances on or to the Property and if Mortgagor finds a Release has occurred, Mortgagor shall remove or remediate the same promptly upon discovery at its sole cost and expense.

(c) The Property, to Borrower's actual knowledge, has never been used by the present or previous owners and/or operators, nor will be used in the future to refine, produce, store, handle, transfer, process, transport, generate, manufacture, heat, treat, recycle or dispose of Hazardous Substances.

(d) To Borrower's actual knowledge, the Property: (i) is being and has been operated in compliance with all Environmental Laws, and all permits required thereunder have been obtained and complied with in all respects; and (ii) does not have any Hazardous Substances present excepting small quantities of petroleum and chemical products, in proper storage containers, that are necessary for the construction or operation of the commercial business of Mortgagor and its tenants, and the usual waste products therefrom (**"Permitted Substances"**).

(e) Mortgagor will and will cause its tenants, if any, to operate the Property in compliance with all Environmental Laws and, other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Property.

(f) To Borrower's actual knowledge, no lien has been attached to or threatened to be imposed upon the Property, and there is no basis for the imposition of any such lien based on any governmental action under Environmental Laws. Neither Mortgagor nor any other person is or will be involved in operations at the Property which could lead to the imposition of environmental liability on Mortgagor, or on any subsequent or former owner of the Property, or the creation of an environmental lien on the Property. In the event that any such lien is filed, Mortgagor shall, within sixty (60) days from the date that the Mortgagor is given notice of such lien (or within such shorter period of time as is appropriate in the event that steps have commenced to have the Property sold), either: (i) pay the claim and remove the lien from the Property; or (ii) furnish a cash deposit, bond or other security satisfactory in form and substance to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

6.3. **Right to Inspect and Cure**. Mortgagee shall have the right to conduct or have conducted by its agents or contractors such environmental inspections, audits and tests as

Mortgagee shall deem necessary or advisable from time to time at the sole cost and expense of Mortgagor. The cost of such inspections, audits and tests shall be added to the Liabilities and shall be secured by this Mortgage. Mortgagor shall, and shall cause each tenant of the Property to, cooperate with such inspection efforts; such cooperation shall include, without limitation, supplying all information requested concerning the operations conducted and Hazardous Substances located at the Property. In the event that Mortgagor fails to comply with any Environmental Law, Mortgagee may, in addition to any of its other remedies under this Mortgage, cause the Property to be in compliance with such laws and the cost of such compliance shall be added to the sums secured by this Mortgage in accordance with the provisions of Section 1 hereof.

6.4 **Environmental Indemnification**. (a) Mortgagor agrees, jointly and severally, to unconditionally and absolutely indemnify and hold Mortgagee, its officers, directors, employees, agents and attorneys harmless from and against any loss, cost, liability, damage, claim or expense, including reasonable attorneys' fees, suffered or incurred by Mortgagee in connection with the Property at any time, whether before, during or after enforcement of Mortgagee's rights and remedies upon default under the Loan Documents, under or on account of, or as a result of (i) any violation of applicable Environmental Laws, (ii) any presence, release, or threat of release of Hazardous Substances at, upon, under or within the Property, (iii) the presence of asbestos or asbestos-containing materials, PCB's, radon gas, urea formaldehyde foam insulation or lead (whether in paint, water, soil, or plaster) at the Property, (iv) any breach of the representations and warranties made in this Section 6, or (v) the failure of Mortgagor to duly perform the obligations or actions set forth in this Section 6 with respect to: (A) the imposition by any governmental authority of any lien upon the Property, (B) clean-up costs, (C) liability for personal injury or property damage or damage to the environment, (D) any diminution in the value of the Property and (E) fines, penalties and punitive damages.

(b) Mortgagor further agrees that Mortgagee shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of wastes or materials on or relating to the Property as a result of any conveyance of title to the Property to the Mortgagee or otherwise or as a result of any inspections or any other actions made or taken by Mortgagee on the Property unless caused by the negligent or intentional acts of Mortgagee or anyone acting by or through Mortgagee, and (ii) Mortgagor agrees to remain fully liable and shall indemnify and hold harmless Mortgagee from any costs, expenses, clean-up costs, waste disposal costs, litigation costs, fines and penalties, including without limitation any costs, expenses, penalties and fines within the meaning of any applicable Environmental Laws.

(c) Mortgagor shall assume the burden and expense of defending Mortgagee, with counsel selected by Mortgagor and reasonably satisfactory to Mortgagee, against all legal and administrative proceedings arising out of the occurrences to which this Section 6 applies. Mortgagee shall have the right, but not the obligation, to participate in the defense of any such proceedings; provided, however, that the costs thereof shall be borne by Mortgagee if Mortgagee engages separate counsel unless Mortgagee reasonably believes counsel selected by Mortgagor is not conducting an adequate defense and new counsel selected by Mortgagor and reasonably approved by Mortgagee is not provided within ten (10) days following written notice from Mortgagee, in which event the cost of Mortgagee's separate counsel shall be borne by Mortgagor. Mortgagor may compromise or settle any such proceedings without the consent of Mortgagee only if the claimant agrees as part of the compromise or settlement that Mortgagee shall have no

responsibility or liability for the payment or discharge of any amount agreed upon or obligation to take any other action.

(d) Mortgagor shall pay when due any judgments against Mortgagee which have been indemnified under this Section 6 and which are rendered by a final order or decree of a court of competent jurisdiction from which no further appeal may be taken or has been taken within the applicable appeal period. In the event that such payment is not made, Mortgagee, in its sole discretion, may pay any such judgments on five (5) Business Days prior written notice to Mortgagor, in whole or in part, and look to Mortgagor for reimbursement pursuant to this Section 6, or may proceed to file suit against Mortgagor to compel such payment.

(e) Mortgagor and Mortgagee have executed a separate Environmental Indemnity Agreement. If there is a conflict between the terms and provisions thereof and hereof, the terms and provisions thereof shall control.

7. EVENTS OF DEFAULT. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

7.1. Non-payment when due of any sum required to be paid to Mortgagee under any of the Loan Documents, including without limitation, principal and interest after expiration of any applicable grace, notice or cure period expressly provided in the Loan Documents;

7.2 A breach of any covenant contained in Sections 2.3., 2.4., 2.6. or 2.7. hereof;

7.3. A breach by Mortgagor of any other term, covenant, condition, obligation or agreement under this Mortgage, and the continuance of such breach for a period of fifteen (15) days after written notice thereof shall have been given to Mortgagor, provided that if any non-monetary breach cannot reasonably be cured within such fifteen (15) day period and Borrower shall have commenced to cure same within such fifteen (15) day period and thereafter diligently and expeditiously proceeds to cure same, such fifteen (15) day period shall be extended for so long as it shall require Borrower in the exercise of due diligence to cure same, it being agreed that no such extension shall be for a period in excess of sixty (60) days;

7.4. An Event of Default under the Note or any of the other Loan Documents;

7.5. Any representation or warranty made by Mortgagor or any guarantor in any Loan Document or to induce Mortgagee to enter into the transactions contemplated hereunder shall prove to be false, incorrect or misleading in any material respect as of the date when made;

7.6. The filing by or against Mortgagor or any guarantor of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; any assignment for the benefit of creditors made by Mortgagor or any guarantor, unless with respect to any involuntary proceeding, it is dismissed within sixty (60) days after the filing thereof; the appointment of a custodian, receiver, liquidator or trustee for Mortgagor or any guarantor or for any of the property of Mortgagor or any such guarantor, or any action by Mortgagor or any guarantor to effect any of the foregoing; or if Mortgagor or any guarantor becomes insolvent (however defined) or is not paying its debts generally as they become due;

7.7. The death, dissolution, liquidation, merger, consolidation or reorganization of Mortgagor or any guarantor, or the institution of any proceeding to effect any of the foregoing;

7.8. A default under any other obligation by Mortgagor (or any affiliate of Mortgagor) or any guarantor (or affiliate of any such guarantor) in favor of Mortgagee, whether or not such obligation is secured by the Property;

7.9. The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against Mortgagor or any guarantor or their property, unless such judgment, execution, garnishment, attachment, distraint or lien is discharged by Mortgagor within thirty (30) days after its filing, entry or issuance; or

7.10. A default under any other obligation secured by the Property or any part thereof.

8. REMEDIES. If an Event of Default shall have occurred, Mortgagee may take any of the following actions:

8.1. **Acceleration**. Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Loan Documents. Mortgagee may charge and collect interest from the date of default on the unpaid balance of the Liabilities, at the Default Rate set forth in the Note.

8.2. **Possession**. Mortgagee may enter upon and take possession of the Property, with or without legal action, lease the Property, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Property, or on account of the Liabilities. Mortgagee is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Property. This covenant is effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents. In addition to the foregoing, upon the occurrence of an Event of Default, Mortgagor shall pay monthly in advance to Mortgagee or to any receiver appointed to collect said rents the fair and reasonable rental value for Mortgagor's use and occupation of the Property, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Property to Mortgagee or to such receiver. If Mortgagor does not vacate and surrender the Property then Mortgagor may be evicted by summary proceedings.

8.3. **Foreclosure**. Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Property, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities. The unpaid balance of any judgment shall bear interest

at the greater of (a) the statutory rate provided for judgments, or (b) the Default Rate. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Property by judicial proceedings, the Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshalled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Property.

8.4. **Appointment of Receiver**. Mortgagee may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Property, and Mortgagee or any agent of Mortgagee may be appointed as such receiver. Mortgagor hereby agrees that Mortgagee has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and Mortgagor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to Section 8.2 above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

8.5. **Rights as a Secured Party**. Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Code. Mortgagee may elect to foreclose such of the Property as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

8.6. **Excess Monies**. Mortgagee may apply on account of the Liabilities any unexpended monies still retained by Mortgagee that were paid by Mortgagor to Mortgagee: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

8.7. **Other Remedies**. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not any other Liabilities shall be due,

and without prejudice to the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced. In addition, Mortgagee shall have the right to set-off all or any part of any amount due by Mortgagor to Mortgagee under any of the Liabilities, against any indebtedness, liabilities or obligations owing by Mortgagee in any capacity to Mortgagor, including any obligation to disburse to Mortgagor any funds or other property on deposit with or otherwise in the possession, control or custody of Mortgagee.

9. MISCELLANEOUS.

9.1. **Notices**. All notices and communications under this Mortgage shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in this Mortgage, or (d) by electronic mail. Notice shall be deemed to have been given and received: (a) if by hand delivery, upon delivery; (b) if by mail, three (3) calendar days after the date first deposited in the United States mail; (c) if by overnight courier, on the date scheduled for delivery; and if by email, then when sent. A party may change its address by giving written notice to the other party as specified herein. A party may change its address by giving written notice to the other party as specified herein. All notices to Borrower shall be copied to The Bernstein Law Firm, 3050 Biscayne Boulevard, Suite 403, Miami, Florida 33137, Attn: Michael I. Bernstein via: (i) electronic mail to michael@blfmiami.com. Any notice sent to Mortgagee, if sent by other than electronic mail, shall also be sent by electronic mail to Mortgagee at viktor.goldenberg@gmail.com with copy to steven@reismanlawgroup.com.

9.2. **Remedies Cumulative**. The rights and remedies of Mortgagee as provided in this Mortgage or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Mortgagee at law or in equity. The failure, at any one or more times, of Mortgagee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take other or additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Mortgage or the rights of Mortgagee.

9.3. **No Implied Waiver**. Mortgagee shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

9.4. **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Mortgage shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.5. **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee.

9.6. **Modifications**. This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.7. **Commercial Loan**. Mortgagor represents and warrants that the loans or other financial accommodations included as Liabilities secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

9.8. **Governing Law**. This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

9.8.1. **CONSENT TO JURISDICTION**. WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, MORTGAGOR (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED IN BROWARD COUNTY, FLORIDA, OR THE CIRCUIT COURT OF THE STATE OF FLORIDA LOCATED IN BROWARD COUNTY, FLORIDA, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH COURTS AND (III) IRREVOCABLY WAIVES ANY (A) OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH STATE OR FEDERAL COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH STATE OR FEDERAL COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.9. **Joint and Several Liability**. If Mortgagor consists of more than one person or entity, the word "Mortgagor" shall mean each of them and their liability shall be joint and several.

9.10. **Non-Merger**. In the event Mortgagee shall acquire title to the Property by conveyance from Mortgagor or as a result of foreclosure, this Mortgage shall not merge in the fee estate of the Property but shall remain and continue as an existing and enforceable lien for the Liabilities secured hereby until the same shall be released of record by Mortgagee in writing.

9.11. **Jury Trial Waiver**. The Mortgagor hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or the Note.

9.12. **Time is of the Essence**. Mortgagor agrees that, with respect to each and every obligation and covenant contained in this Mortgage and the other Loan Documents, time is of the essence.

9.13. **Acknowledgment of Receipt**. Mortgagor acknowledges receipt of a copy of this Mortgage, the Note and the other Loan Documents.

[Remainder of page intentionally left blank; signature page to follow.]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $3,500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE (LENDER) UNDER THE TERMS OF THIS SECURITY INSTRUMENT.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage and Security Agreement as of the day and year first above written.

WITNESS:

Print Name: K Lamadrid

Print Name: Milton Cenuesgi

MORTGAGOR:

ASTRID 7 LLC,
a Florida limited liability company

By:
Name: Marc Eisenmann
Title: Manager

COUNTY OF MIAMI-DADE)
) ss:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 26 day of October, 2022, by means of physical presence by Marc Eisenmann, as Manager of Astrid 7 LLC, a Florida limited liability company, on behalf of the limited liability company, and [___] who is personally known to me or has produced DL as Identification.

Notary Public State of Florida
Michael I Bernstein
My Commission HH 121921
Expires 04/25/2025

Notary Public

Schedule A

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Prepared by and after
recording return to:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1379 Harbor View East
Hollywood, FL 33019
Ph: 786-286-1160

ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT OF LEASES AND RENTS dated November 14, 2022 (together with any amendments or modifications hereto in effect from time to time, the **"Assignment"**), from **ASTRID 7 LLC**, a Florida limited liability company, having an address of 3350 SW 57 Place, Fort Lauderdale, FL 33312 (**"Assignor"**) in favor of **VG INVEST ZION 613 LLC**, a Florida limited liability company, having an office of 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149 (**"Assignee"**).

1. GRANT OF ASSIGNMENT. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby absolutely and presently conveys, transfers and assigns to Assignee, all of the right, title, and interest of Assignor now existing or hereafter arising in and to:

1.1. All leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the property described on **Schedule "A"** attached hereto (the **"Property"**), together with any extensions, renewals, amendments, modifications or replacements thereof, and any options, rights of first refusal or guarantees of any tenant's obligations under any lease now or hereafter in effect (individually, a **"Lease"** and collectively, the **"Leases"**);

1.2. All rents, income, receipts, revenues, reserves, termination fees, issues and profits arising under any Lease, including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (together with the items described in sections 1.3., 1.4. and 1.5. below, the **"Rents"**);

1.3. All awards and payments of any kind derived from or relating to any Lease including, without limitation: (i) claims for the recovery of damages to the Property by proceeds of any policy of insurance or otherwise, or for the abatement of any nuisance existing thereon; (ii) claims for damages resulting from acts of insolvency or bankruptcy or otherwise; (iii) lump sum payments for the cancellation or termination of any Lease, the waiver of any term thereof, or the exercise of any right of first refusal or option to purchase; and (iv) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded;

1.4. The proceeds of any rental or loss of rents insurance now or hereafter carried by Assignor on the Property; and

1.5. All security deposits and escrow accounts made by any tenant or subtenant under any Lease.

2. ABSOLUTE ASSIGNMENT; LICENSE TO COLLECT.

2.1. This Assignment is intended to be and shall constitute an unconditional, absolute and present assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Leases and Rents (subject to Section 6 hereof), and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein.

2.2. Notwithstanding that this Assignment is effective immediately, so long as no Event of Default (as defined below) exists that continues after expiration of any applicable cure, grace or notice period or as otherwise provided in the Mortgage, Assignor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not prior to accrual, the Rents. Assignor shall receive and hold such Rents, as well as the privilege and license to receive such Rents, in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the Rents for any other purpose.

3. CERTAIN DEFINED TERMS. As used in this Assignment:

3.1. **"Note"** means that certain Promissory Note of even date herewith from Assignor to Assignee in the stated principal amount of Thee Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00).

3.2. **"Mortgage"** means that certain Mortgage and Security Agreement of even date herewith from Assignor to Assignee encumbering the Property and securing the Note.

3.3. **"Loan Documents"** shall have the meaning set forth in the Note. The terms of the Loan Documents are hereby made a part of this Assignment to the same extent and with the same effect as if fully set forth herein.

3.4. **"Liabilities"** means, collectively: (i) the repayment of all sums due under the Note (and all extensions, renewals, replacements and amendments thereof) and the other Loan Documents; (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) intentionally omitted; (iv) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Assignee for the account of Assignor; and (v) all other obligations or indebtedness of Assignor to Assignee whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees.

3.5. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

4. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee the Property is currently vacant and there are no Leases and no payment of Rents.

5. COVENANTS.

5.1. Assignor covenants and agrees that Assignor will perform all of its obligations, as landlord, under the Leases (if any) and will enforce the performance by tenants of all of their respective obligations under the Leases, and will not do or permit to be done anything to impair the enforceability thereof. Assignor covenants and agrees that Assignor will not, without the prior written consent of Assignee in each instance which will not be unreasonably withheld, conditioned or delayed: (a) enter into any lease at the Property; (b) amend or modify, or consent any assignment of or subletting under, any Lease at the Property; (c) terminate or accept a surrender of any Lease; or (d) collect or accept rent from any tenant of the Property for a period of more than one month in advance. Any of the foregoing acts, if done without the prior written consent of Assignee in each instance, shall be null and void.

5.2. Assignor covenants and agrees to furnish to Assignee, on request: (i) a complete list, as of the date of such request, of all existing Leases and the Rents payable thereunder, and providing such further detail as Assignee may reasonably request; (ii) executed copies of all existing Leases and any modifications or amendments thereto; and (iii) specific, separate assignments of any future Leases duly executed and acknowledged by Assignee.

6. NO OBLIGATIONS OF ASSIGNEE.

6.1. Notwithstanding any legal presumption to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment or of any Rent to perform any obligation of Assignor under any of the Leases, and Assignee shall not, prior to entry upon and actually taking physical possession of the Property, be deemed a mortgagee in possession.

6.2. Neither this Assignment nor collection by Assignee of Rents is intended, nor shall it be construed, to operate to place responsibility upon Assignee for: (i) the control, care, operation, management or repair of the Property; (ii) the performance of any of the terms or conditions of the Leases; (iii) any waste committed on, or any dangerous or defective condition at the Property; or (iv) any negligence in the control, care, operation, management or repair of the Property, resulting in loss or injury or death to any tenant, licensee, employee or other person or loss of or damage to the property of any of the foregoing; it being the intent of the parties that the responsibility and liability for the aforesaid matters shall remain solely with Assignor. Assignee assumes no liability for any security deposited with Assignor by any tenant unless and until such deposits are specifically transferred and delivered to Assignee.

7. EVENTS OF DEFAULT. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

7.1. Any representation or warranty made by Assignor in this Assignment shall prove to be false, incorrect or misleading in any material respect as of the date when made;

7.2. A breach by Assignor of any term, covenant, condition, obligation or agreement under this Assignment and the continuance of such breach for a period of fifteen (15) days after written notice thereof shall have been given to Assignor;

7.3. A default not cured within any applicable cure, grace or notice period by Assignor under any of the Leases; or

7.4. An Event of Default under any of the other Loan Documents.

8. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of an Event of Default, the license granted to Assignor to collect the Rents shall be automatically and immediately revoked without further notice to or demand upon Assignor, and Assignee shall have the right, without further notice to or demand upon Assignor, and in Assignee's absolute discretion, to exercise any one or more of the following rights and remedies:

8.1. Without regard to the adequacy of any security, and with or without appointment of a receiver, Assignee may enter upon and take possession of the Property; have, hold, manage, lease and operate the same, and collect, in its own name or in the name of Assignor, and receive all Rents accrued but unpaid and in arrears as of the date of such Event of Default, as well as the Rents which thereafter become due and payable; and have full power to make from time to time all alterations, renovations, repairs or replacements to the Property as Assignee may deem proper. Assignee may notify the tenants under the Leases, or any property manager or rental agent under any Contract (as such term is defined in the Mortgage), to pay all Rents directly to Assignee. Assignor shall pay to Assignee on demand any Rents collected by Assignor after the revocation of the license granted to Assignor. Assignor hereby irrevocably authorizes and directs the tenants under the Leases, and any property manager or rental agent under any Contract, upon receipt of written notice from Assignee, to pay all Rents due to Assignee without the necessity of any inquiry to Assignor and without any liability respecting the determination of the actual existence of any Event of Default claimed by Assignee or any claim by Assignor to the contrary. Assignor further agrees that it shall facilitate in all reasonable ways Assignee's collection of the Rents and will, upon Assignee's request, execute and deliver a written notice to each tenant under the Leases, or any property manager or rental agent under any Contract, directing such parties to pay the Rents to Assignee. Assignor shall have no right or claim against any parties to any Lease or Contract who make payment to Assignee after receipt of written notice from Assignee requesting same.

8.2. Assignee may apply such Rents to the payment of: (i) the Liabilities, together with all costs and reasonable attorneys' fees; (ii) all taxes, charges, claims, assessments, water rents or charges, sewer rents or charges and any other liens which may be prior in lien or payment to the Liabilities, and premiums for insurance, with interest on all such items; and (iii) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

8.3. Assignee may: (i) endorse as Assignor's attorney-in-fact the name of Assignor or any subsequent owner of the Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (ii) give proper receipts, releases and acquittances to tenants in relation thereto in the name of Assignor; (iii) institute, prosecute, settle or compromise any summary or legal proceedings involving tenants in the name of Assignor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon; and (iv) defend any legal proceedings brought against Assignor arising out of the operation of the Property. Any charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by Assignee in connection with any of the foregoing shall be included in the Liabilities, and shall be due and payable on demand, together with interest at the Default Rate, such interest to be calculated from the date of such advance to the date of repayment thereof.

8.4. Assignee may, at its election, but shall not be obligated to: (i) perform any of Assignor's obligations under the Leases (provided, however, that Assignor shall remain liable for such obligations notwithstanding such election by Assignee); (ii) exercise any of Assignor's rights, powers or privileges under the Leases; (iii) modify, cancel or renew existing Leases or make concessions to the tenants thereto; (iv) execute new Leases for all or any portion of the Property; and (v) take such other action as Assignor may have taken with respect to the Leases.

9. ESTOPPEL CERTIFICATES. Assignor shall, from time to time, without charge and within five (5) business days after requested by Assignee, execute, acknowledge and deliver, and cause each tenant under the Leases, if any, to execute, acknowledge and deliver to Assignee a written statement, in form and substance reasonably satisfactory to Assignee, certifying to certain matters relating to the Leases, including without limitation: (i) the commencement and expiration dates of the Leases and the dates when any rents, charges and other sums commenced to be payable thereunder; (ii) that the Leases are unmodified and in full force and effect (or, if modified, stating the nature of such modifications and that the Leases as so modified are in full force and effect); (iii) the amount of Rents payable under the Leases and the dates to which the Rents and other charges under the Leases have been paid in advance; and (iv) whether there are any uncured defaults by Assignor or such tenant or any setoffs or defenses against enforcement of any terms or conditions under any Lease.

10. ASSIGNEE AS CREDITOR OF TENANTS. Notwithstanding the privilege and license granted by Assignee herein, Assignee, and not Assignor, shall be deemed to be the creditor of each tenant in respect of any assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant. Assignee shall have the option to have any money received by Assignee as such creditor applied to reduce the Liabilities or paid over to Assignor. Assignee shall have the right to file claims in any such proceedings and to otherwise pursue creditor's rights therein. If Assignor learns that any tenant has become the subject of such a proceeding, Assignor shall give Assignee prompt notice thereof.

11. TERM. Upon repayment in full of the Liabilities and the cancellation or discharge of the Mortgage, this Assignment shall automatically terminate and become null and void. Assignor covenants and agrees that prior to such termination, the affidavit or certificate of any representative of Assignee stating that any of the Liabilities remain unpaid shall be conclusive evidence of the

validity, effectiveness and continuing force of this Assignment, and any person is hereby authorized to rely thereon.

12. OTHER RIGHTS OF ASSIGNEE. Assignee may, without prejudice to any of its rights under this Assignment, take or release security, release any party primarily or secondarily liable for any of the Liabilities, and grant extensions, renewals, modifications or indulgences with respect to the Note, the Mortgage or any other Loan Document.

13. NO WAIVER. The collection of Rents under the Leases, the taking of physical possession of the Property, or any other remedial action taken by Assignee shall not waive any Event of Default or waive, modify or affect any notice of default under the Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of any right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of such Rents may have cured or could have resulted in a cure of an Event of Default. If Assignee thereafter elects to discontinue the exercise of any right or remedy, that or any other right or remedy under this Assignment may be reasserted at any time and from time to time following any subsequent Event of Default.

14. MISCELLANEOUS.

14.1. **Notices**. All notices and communications under this Assignment shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in the Mortgage. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein. All notices to Borrower shall be copied to The Bernstein Law Firm, 3050 Biscayne Boulevard, Suite 403, Miami, Florida 33137, Attn: Michael I. Bernstein via: (i) electronic mail to michael@blfmiami.com.

14.2. **Remedies Cumulative**. The rights and remedies of Assignee as provided in this Assignment or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Assignee at law or in equity. The failure, at any one or more times, of Assignee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Assignment or the rights of Assignee.

14.3. **No Implied Waiver**. Assignee shall not be deemed to have waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Assignee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

14.4. **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Assignment shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

14.5. **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Assignment shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Assignment cannot be assigned by Assignor without the prior written consent of Assignee in each instance, and any such assignment or attempted assignment by Assignor shall be void and of no effect with respect to Assignee.

14.6. **Modifications**. This Assignment may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

14.10. **Governing Law**. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

14.11. **Joint and Several Liability**. If Assignor consists of more than one person or entity, the word "Assignor" shall mean each of them and their liability shall be joint and several.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed and delivered this Assignment of Leases and Rents as of the day and year first above written.

WITNESS:

Name: Kamara Lamadrid

Name: Milton Cahuasqui

ASSIGNOR:

ASTRID 7 LLC,
a Florida limited liability company

By:
Name: Marc Eisenmann
Title: Manager

COUNTY OF MIAMI-DADE)
ss:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 26 day of October, 2022, by means of physical presence by Marc Eisenmann, as Manager of Astrid 7 LLC, a Florida limited liability company, on behalf of the limited liability company, who [__] is personally known to me or has produced RDL as Identification.

Notary Public

Notary Public State of Florida
Michael I Bernstein
My Commission HH 121921
Expires 04/25/2026

SCHEDULE A

DESCRIPTION OF PROPERTY

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit. Starting from the Sw corner of Section twelve (12), run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal, thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal Two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section twelve (12), thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Co's Canal

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank C. Crosby, Engineer
License No. E72

State of Florida
Broward County } SS

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12) in Township fifty one (51) South, of Range forty two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

Homeseeker's Realty Company

By President [signature]

Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

Mary Mann a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923

My Commission expires on the 1st day of July 1926

Mary Mann
Notary Public

N.P. SEAL

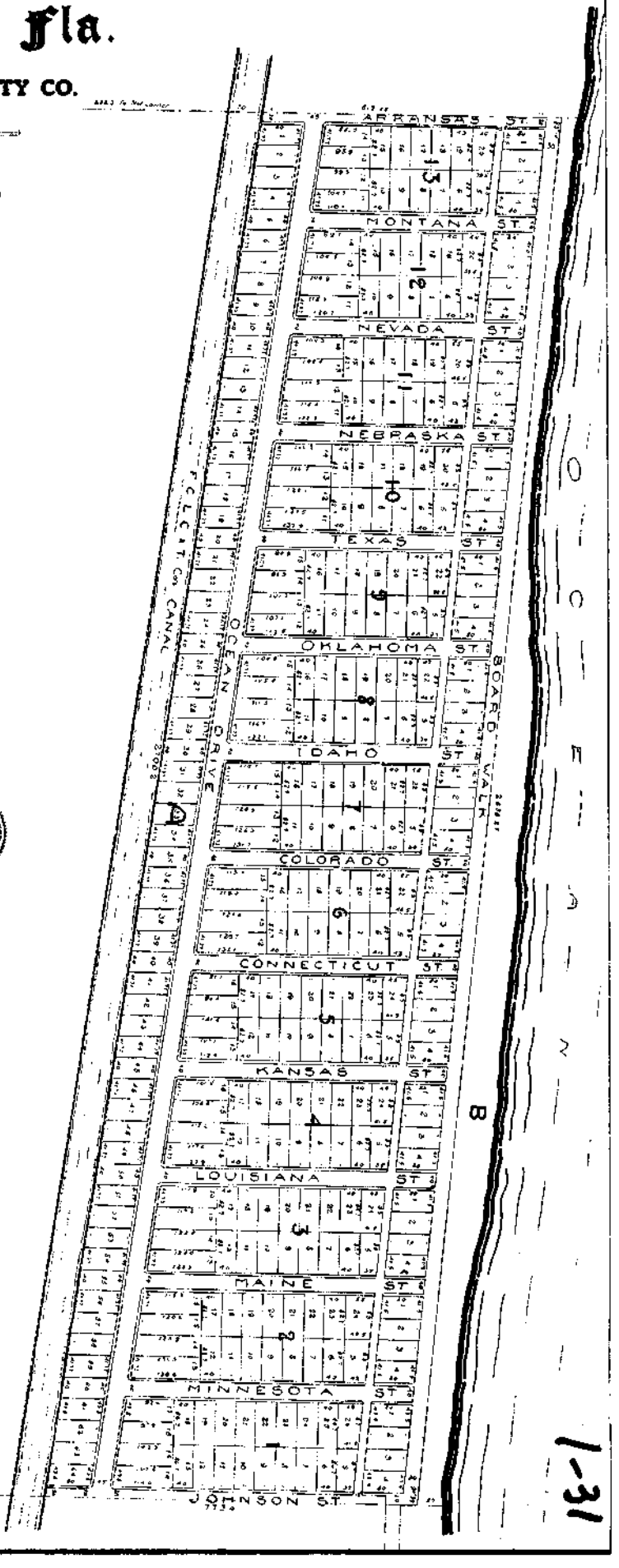
STATE OF FLORIDA
BROWARD COUNTY } SS

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition as recorded in Plat Book 1 Page 31

WITNESS my hand and official seal in the City of Fort Lauderdale this 1st day of April 1927

CLERK CIRCUIT COURT

By [signature] D.C.



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CERTIFICATION
DNC
Petition No. 27-2-71
I certify this to be a true and correct copy of the record in my office.
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Betty R. Dwyer
City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

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RE 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P.O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

28.0

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

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inclusive, and Lots 15 to 19, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PG 394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

OR 7489 PG 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BB-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

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being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
D. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BOOK 7489 PAGE 308

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

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OFF REC 14022 PAGE 900

Per County Commission, Legal Division ok DEC 9 1986

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

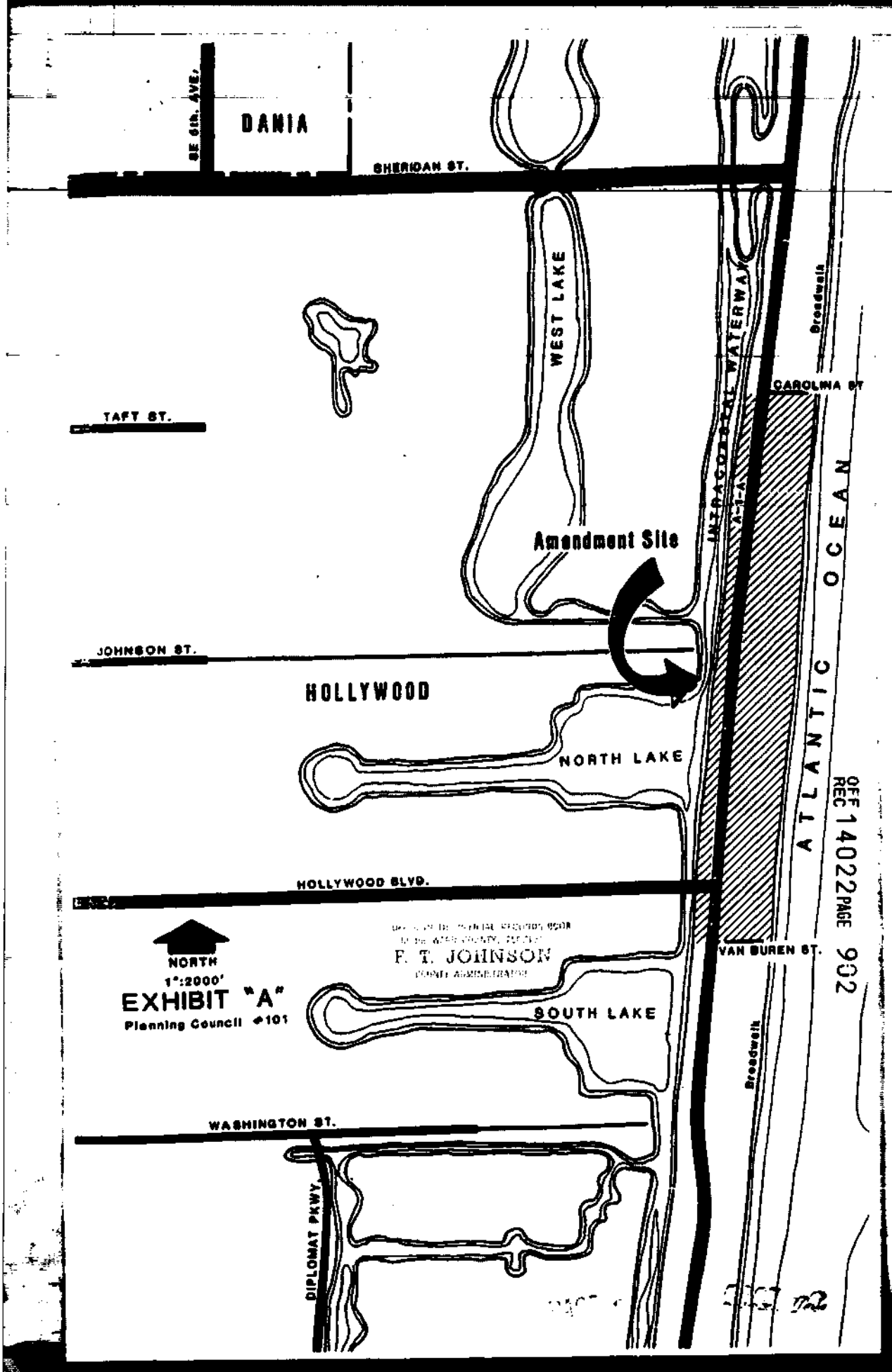
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [illegible] D.C.

RD:ed
CL5-i
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

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Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

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DEC 9 1986

Division of Urban Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

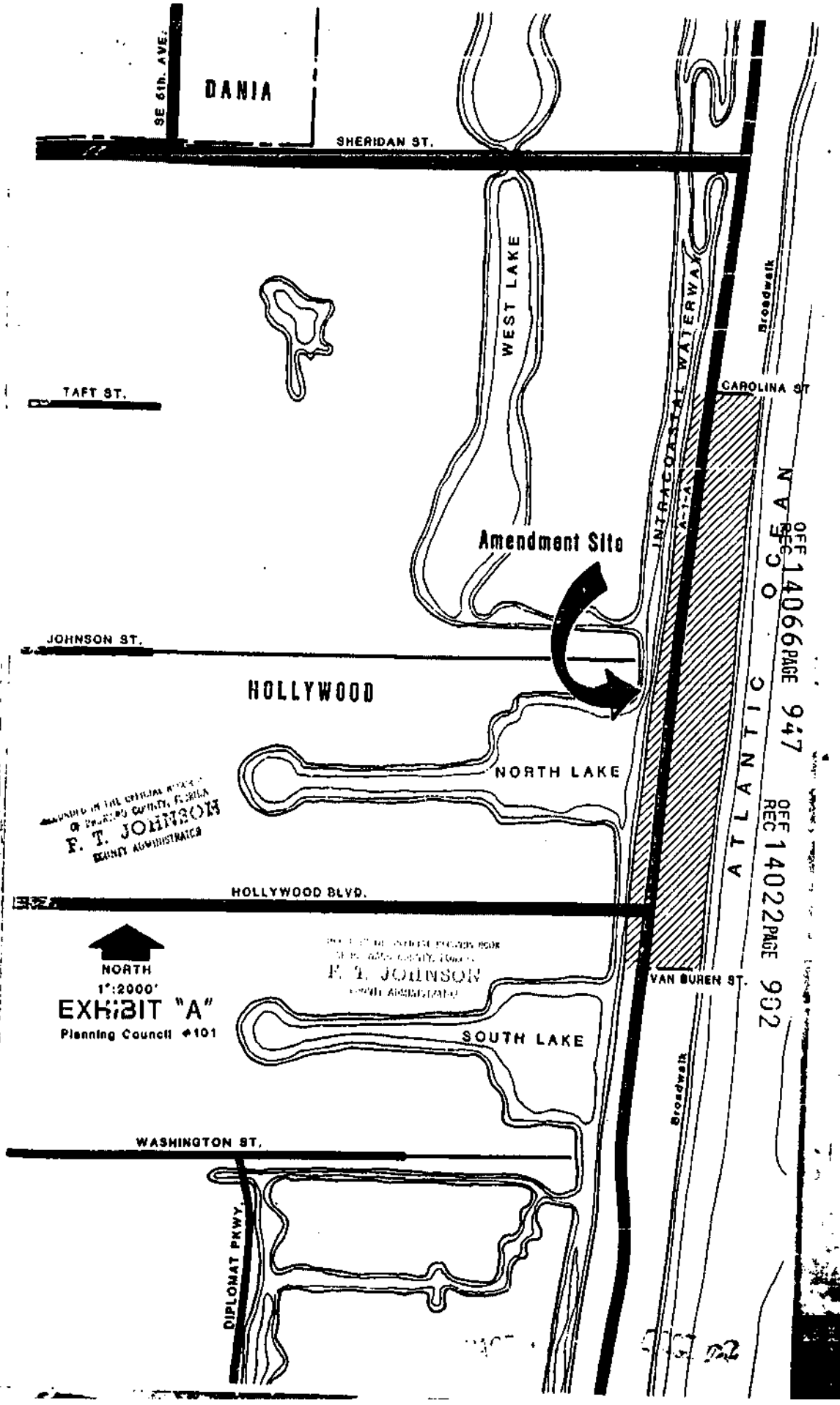
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901



F. T. JOHNSON
COUNTY ADMINISTRATOR
F. T. JOHNSON
COUNTY ADMINISTRATOR
OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-284533 T#001
05-14-98 11:56AM

#43

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. Ocean Dr. Hlywd Fl. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

Silver Spray Motel Inc.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

1

Return To: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-8045

BK 28220 PG 0750

DETACHED ITEM
Return Document To
Street Operations

32

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of May, 199[illegible], by Denise Gonzalez as [illegible] of [illegible]. He/she is personally known to me or has produced [illegible] as identification.

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22, 2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK 28220 PG 0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a ~~distance of 12.60 feet to a point~~ on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
Dg

BK 10220 PG 0752

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

EXHIBIT 'A'

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Ampolone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13984
EXPIRES AUG 26 2003
BONDED THROUGH
ADVANTAGE NOTARY

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street	Franklin Street
Walnut Street	Perry Street
DeSoto Street	Evans Street
Palm Street	Allen Street
Elm Street	Meade Street
Oak Street	Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

11/12/02 #19 2pm
Planing Council

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

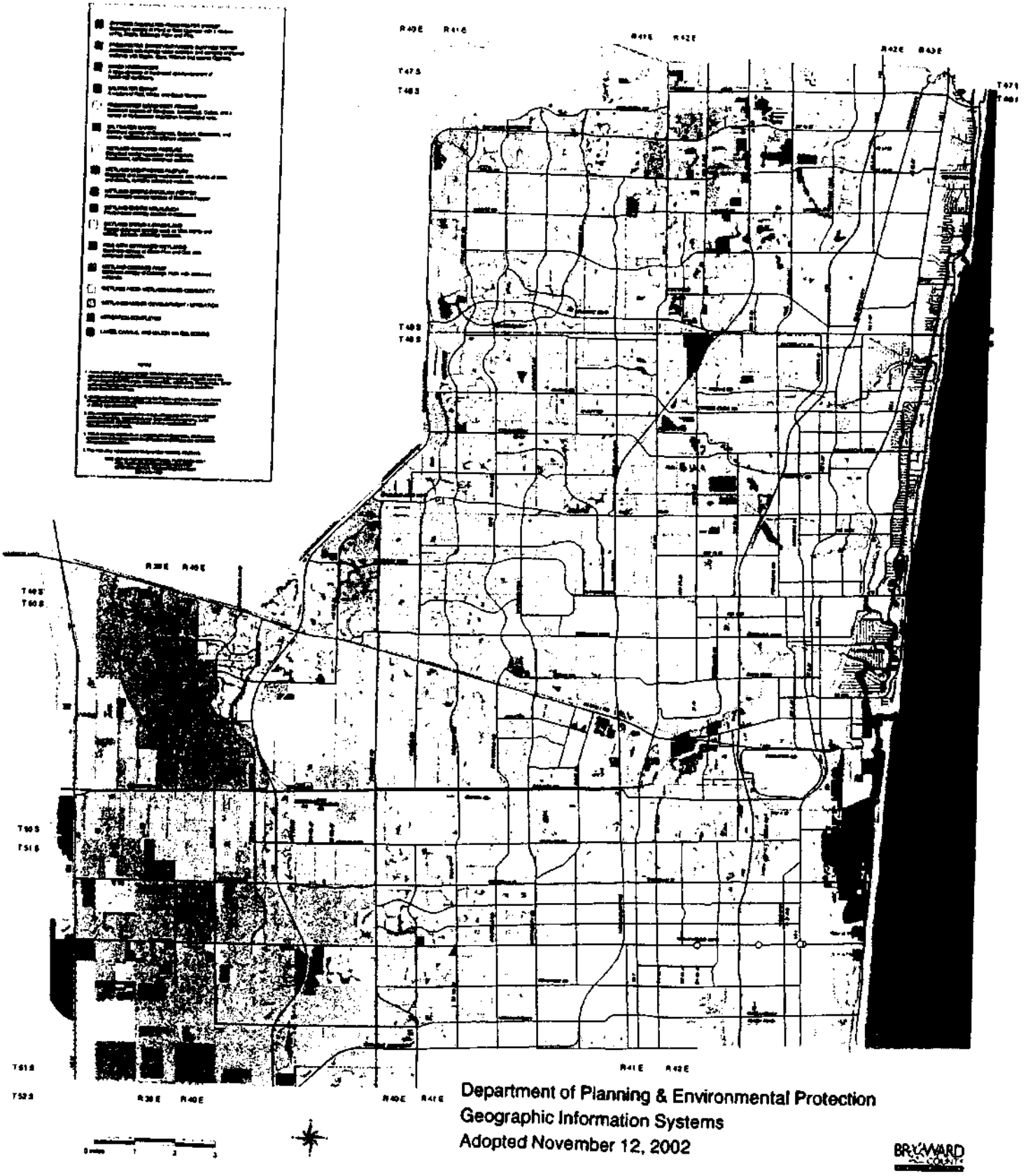
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



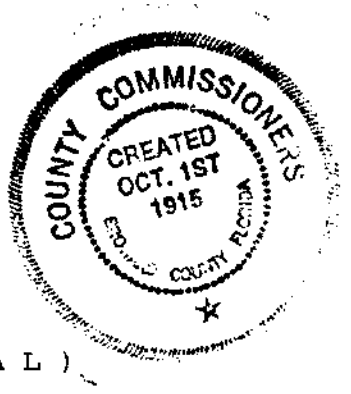
Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, at a duly called and convened special meeting of the Board of Directors for the corporation held on March 4, 2006, a quorum of the Board of Directors did appear by presence for the purpose of ratification of the filing in the public record of certain documents relating to the corporation. The attached documents are copies of the original :

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

Said documents were qualified and authenticated as actual copies of corporate records are duly recorded as provided by Florida Statute.

(2)

WITNESS my signature here to this 28 day of April, 2006 at Broward County, Florida.

HOLLYWOOD RU-VEL, INC

BY:_____

As attorney in fact for the corporation.

STATE OF FLORIDA §§
COUNTY OF BROWARD §§

The foregoing instrument was acknowledged before me this 28 day of April 2006 by MICHAEL W. GOMEZ, ESQ.; in his capacity as attorney in fact for the corporation known as **THE RIVIERA APTS. "A", INC., OF HALLANDALE** , on behalf of the corporation and who is personally known to me.

_____
NOTARY

Kurt S. Hilberth
Commission # DD480499
Expires October 11, 2009

CERTIFICATE OF INCORPORATION

of

HOLLYWOOD RU-VEL, INC.

ARTICLE I.

The name of this corporation shall be:

HOLLYWOOD RU-VEL, INC.

ARTICLE II.

The principal place of business of this corporation shall be located in Hollywood, Broward County, Florida, and it may have such other places of business both within and without the State of Florida and in foreign countries as may be necessary or convenient.

ARTICLE III.

The general nature of the business, or businesses, or objects, or purposes to be transacted, promoted, or carried on by this corporation is as follows:

Section 1. To own and operate an apartment house, apartment houses, hotel or hotels, and to manage apartment house or apartment houses or hotels for itself or others, and to engage in any business which may be incidental or pertain thereto, or which is connected with such business.

Section 2: To take, lease, purchase, or otherwise acquire and to own, lease, use, hold, sell, convey, exchange, rent, mortgage, work, improve, develop, cultivate and/or

A

otherwise handle, acquire, deal in, and dispose of real estate, real property, and/or any interest or right therein.

Section 3: To take, purchase, or otherwise acquire and to own, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise deal in, acquire, and dispose of all kinds of personal property, chattels real, choses in action, notes, bonds, stocks, mortgages and securities.

Section 4: To erect, improve, construct, alter, repair, decorate, finish and furnish houses, buildings, warehouses, storerooms, edifices, works, tenements, and structures of every kind and description; to carry on in all their respective branches the business of builders, contractors, decorators and such other trades and businesses as pertain to or are connected with the general business of building and construction.

Section 5: To take over, acquire, purchase, own, sell, lease, hire, hold, control, manage, maintain and operate quaries, brickyards, lime-kilns, refineries, asphalt, cement and plaster mills, lumber yards, timber lands, saw mills, furnaces, factories and establishments for the manufacture, preparation, and production of building supplies, material, furnishings, decorations, and furniture; and to buy, sell and generally deal in and with all such articles and materials.

Section 6: To act as agents, factors, brokers, commission merchants, carriers, contractors, builders, architects, decorators, surveyors, engineers, appraisers, lessees and managers of estates.

Section 7: To purchase, acquire, hold, subscribe for and dispose of stocks, bonds, and other evidence of

indebtedness of corporations wheresoever organized, and to pay for the same in cash or in property, or by the issuance of its own stock, bonds, or other obligations, to exercise in respect thereto all the rights, powers and privileges of individual owners or holders thereof, and to exercise all voting powers thereon; to delegate to any of its officers the power of so holding, voting, and exercising the rights of owners and holders of said stock which shall be owned and controlled by this corporation; to purchase, issue, own, hold, sell, draw, accept and discount bonds, stocks of all kinds, promissory notes, bill of exchange, bills of lading, mortgages, leases, contracts, in writing, and other instruments evidencing any or all rights in and to any real estate, chattels or choses in action.

Section 8: To appoint a trustee or trustees, and to convey to such trustee or trustees in trust all and singular its real and personal property now in existence, or hereafter to be acquired, as security for the payment of any stocks, notes, bonds, debentures, or certificates of interest or indebtedness authorized and executed by the corporation.

Section 9: This corporation shall have all of the general powers, together with all the additional and specific powers, rights and privileges granted by the laws of the State of Florida provided in the Florida Statutes Annotated, Sections 612.01 and 612.64, inclusive, Laws of Florida, 1925, Chapter 10096 and amendments thereto; as well as all implied powers in carrying out the foregoing expressed powers.

Section 10: The foregoing clauses shall be considered both as objects and powers, and it is expressly provided hereby

☞ (See copy of law printed herein).

that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner or way the powers of this corporation conferred by the laws of the State of Florida and by the principles of the common law upon corporations organized under the provisions of Law authorizing the formation of corporations, and it is expressly provided hereby that no recitation, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to limit or to restrict, or to be exclusive, and each clause shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the provisions of any other clause, but shall be regarded as independent purposes and powers, and in addition the corporation shall have and exercise all the right, powers, and privileges now or hereafter belonging to or conferred by the laws of the State of Florida upon corporations organized under the provisions of law; and the corporation shall do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE IV.

The maximum number of shares of stock this corporation is authorized to have outstanding at any time shall be One Hundred (100) shares of common stock of no par value.

The holders of such common stock shall have the right to vote on all questions except as herein otherwise provided.

ARTICLE V.

The corporation will begin business with a paid in capital of more than One Thousand ($1,000.00) Dollars.

ARTICLE VI.

This corporation shall exist perpetually.

ARTICLE VII.

The business of this corporation shall be conducted by a Board of Directors of not less than three (3) Directors, the exact number of Directors to be fixed by the By-Laws of this corporation.

ARTICLE VIII.

The name and post office addresses of the first Board of Directors of this corporation who shall hold office until the annual meeting of this corporation, to be held on the first Tuesday in August, A. D., 1954, or until their successors are elected and have qualified are:

Dorothy J. Wiley	1907 Adams Street,	Hollywood, Florida
Audrey Tolle	1606 N. W. 13th St.	Fort Lauderdale, Florida
T. D. Ellis, Jr.	1813 Madison Street	Hollywood, Florida

ARTICLE IX.

The name and post office addresses of each subscriber of this Certificate of Incorporation, together with the number of shares of stock he agrees to take, are as follows:

Dorothy J. Wiley	1907 Adams Street Hollywood, Florida	2 shares
Audrey Tolle	1606 N. W. 13th Street Fort Lauderdale, Florida	2 shares
T. D. Ellis, Jr.	1813 Madison Street Hollywood, Florida	6 shares

ARTICLE X.

Special provision for the regulation of this corporation in furtherance and not in limitation of powers conferred by the Statutes of Floridaare herein set forth.

Section 1: The annual meeting of the stockholders and directors of this corporation shall be the first Tuesday in August of each year.

Section 2: Any meeting of the stockholders or Board of Directors may be held either within or without the State of Florida.

Section 3: Stockholders' meetings may be held at any time or place without notice or call, when stockholders who hold four fifths (4/5) of all outstanding stock shall be present at the meeting and sign a written consent thereto on the records of such meeting.

Section 4: At all elections of Directors of this corporation, each holder of record of stock possessing voting power, shall be entitled to as many votes as shall equal the number of shares of stock, multiplied by the number of Directors to be elected, and he may cast all of such votes for a single Director or may distribute them among the number to be voted for or any two of them as he may see fit.

Section 5: A majority of the Board of Directors shall constitute a quorum of such Board.

Section 6: A Director need not be a stockholder of this corporation.

Section 7: The officers of this corporation shall

be: A President, a Vice-President, a Secretary and Treasurer, and such other officers as the Board of Directors may deem necessary who need not be members of the Board of Directors. Any one person may hold two of said offices. However, the President shall not hold the office of Secretary or Assistant Secretary.

Section 8: No officer of this corporation shall enter into any contract for the purpose of the sale of land, or incur any indebtedness in the name of the corporation or pledge the security of the corporation, without express authority of a majority of the Board of Directors, obtained at a meeting duly constituted. The officers of this corporation who shall hold office until such time as their successors shall have been duly elected and qualified, are as follows:

Dorothy J. Wiley	President
Audrey Tolle	Vice-President
T. D. Ellis, Jr.	Secretary-Treasurer

Section 9: This corporation may provide in its By-Laws for an executive committe of not less than two (2) members of the Board of Directors shall have and exercise all powers of the full Board.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation do hereby certify that the foregoing constitutes the proposed charter of RU-VEL, INC.

and we hereby declare and certify that the facts herein stated are true, and we respectively set forth, according to the terms set forth herein.

WITNESS our hands and seals this 7th day of July, A. D., 1953.

(SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA)
: SS.
COUNTY OF BROWARD)

Before me, the undersigned officer, personally appeared, DOROTHY J. WILEY, AUDREY TOLLE and T. D. ELLIS, JR., to me well known to be the persons described in and who executed and subscribed their names to the foregoing Articles of Incorporation, and they acknowledged before me, individually, and as such officers of said corporation that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July, A. D., 1953.

Notary Public

Notary Public, State of Florida at Large
My commission expires Aug. 24, 1956
Bonded by American Surety Co. of N. Y.

-4-

AMENDMENT TO CERTIFICATE OF
INCORPORATION OF
HOLLYWOOD RU-VEL, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

HOLLYWOOD RU-VEL, INC., a corporation organized and existing under the laws of the State of Florida, according to certificate of incorporation filed with the Secretary of State of the State of Florida on the 9th day of July, 1953, by its undersigned President and Assistant Secretary, do hereby certify that at a meeting of the Board of Directors of said corporation, held at 320 McKinley Street, Hollywood, Florida, on February 6, 1969, at 2:00 P. M., a resolution was unanimously adopted, declaring the advisability of the amendment hereinafter set forth to the charter of the corporation, and declaring its advisability and calling a meeting of the stockholders of record entitled to vote for the consideration thereof, and said stockholders meeting was held at 2:00 P. M. on February 6, 1969 at 320 McKinley Street, Hollywood, Florida.

Said meeting of the stockholders of said corporation was duly held and all stock of the corporation was duly represented and voted at said meeting, and the following resolution adopted by the Board of Directors was unanimously approved by said stockholders, towit:

> BE IT RESOLVED: That Article IV of the certificate of incorporation of HOLLYWOOD RU-VEL, INC. be amended so that it shall read as follows; towit:
>
> "ARTICLE IV.
>
> The maximum number of shares of stock this corporation is authorized to have outstanding at any time shall be one hundred ten (110) shares of

common stock of no par value. The holders of such common stock shall have the right to vote on all questions except as herein otherwise provided."

IN WITNESS WHEREOF said HOLLYWOOD RU-VEL, INC. has caused this certificate to be signed in its name by its President, Chas. B. Miller, and its Assistant Secretary, Sumara Miller, and its corporate seal to be hereunto affixed, this 28th day of February, A. D., 1969.

Chas B. Miller
President

Sumara Miller
Asst. Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared Chas. B. Miller and Sumara Miller, to me known to be the persons described in and who executed the foregoing, and they acknowledged before me as President and Asst. Secretary, respectively, of HOLLYWOOD RU-VEL, INC., that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 28th day of February, A. D., 1969.

Notary Public

(4) General nature of main business engaged in Cooperative Apartment House

BY-LAWS OF HOLLYWOOD RU-VEL, INC.

Incorporated in the State of Florida on July 7, 1953; Certificate of Incorporation amended on February 26, 1969.

Capital Stock:

110 shares authorized, 109 issued and distributed as follows:

Apt:	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10.0	10.5	12.5

Meetings:

1. Stockholders of RU-VEL shall meet annually on the first Saturday in March; meetings may be called at any time by the president or by a majority of the stockholders, if five days written notice is given to each stockholder. Meetings may be held at any time and place the holders of all of the stock in the company may meet together;

2. A majority in number of stockholders shall constitute a quorum at any stockholders meeting.

Officers and Committees:

1) The business of the corporation shall be conducted by its stockholders through elected officers. Officers need not be stockholders;

2) There shall be a **President**, to be elected annually at the annual meeting in each year by a majority vote of the stockholders, who shall hold office until his successor is elected. His duties, in addition to those usually performed by such an officer, shall be as follows:
   - Supervise the Opening and Closing operation of Ru-Vel,
   - Supervise the maintenance, painting, yard work, spraying, replacement of shrubs, etc.,
   - Conduct the Annual Meeting,
   - Maintain and provide those records necessary to meet the needs of the government, the auditor, and stockholders of Ru-Vel, Inc.
   - Pay the bills and ensure maintenance of a proper carry-over balance,
   - Supervise the transfer of stock,
   - Supervise whatever else is necessary for the smooth and efficient operation of Ru-Vel, Inc., and
   - When authorized to do so by resolution of the company, to sign mortgages, deeds, bills of sale and conveyances of said corporation;

B

3) The **Vice-President**, who shall be elected at the same time and in the same way as the president, shall perform the duties of the president in his absence or during his disability as well as other duties that may be assigned to him by the stockholders. One, or two, Vice-Presidents may be elected;

4) There shall be a **Secretary** and a **Treasurer** of the corporation, elected in the same manner as the Vice-President. The **secretary's duties**, in addition to those usually performed by such officer, shall be
   - To sign the name of the corporation with the president to all certificates of stock issued by it,
   - To keep the minutes of the stockholders, and
   - To keep the seal of the corporation and affix the same to any writing to which it is necessary to affix such seal;

5) Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Assistant Secretary;

6) There is an **Executive Committee** which includes all officers;

7) A **House Committee**, composed of stockholders and officers chosen by the president, may be set up from time to time to work with the President on projects with which assistance may be needed;

8) Any officer of the corporation may be removed at any time by the stockholders and, in the event of a vacancy the same may be filled by the stockholders at any meeting thereof;

9) Officers and committee members serve without compensation.

Amendments:

These By-Laws may be amended at any time by a vote of 70% of the units included within the corporation at any regular meeting or at any meeting at which all of the stockholders are present, or at any called meeting when notice of intention to amend these By-Laws shall be given at the time the notice of such called meeting is given.

Terms of Ownership:

The land included in this Co-Op property is legally described as to wit:

Lots 18, 19, and 20	Block 9	- Building (18,19) & adjacent lot (20)
Lots 9 and 10	Block 10	- Parking lot

and is located in the 300 block of McKinley Street, Hollywood, Florida.

Stock ownership will entitle you to exclusive use of the apartment designated on your stock certificate, as well as ownership of all furnishings, subject to reasonable restrictions and conditions as follows:

1. The voting rights of owners shall be one vote for each unit;
2. The land and apartment building may not be encumbered by a mortgage or otherwise without the approval of 70% of the units;
3. No internal or external structural changes to any apartment may be made without the approval of 70% of the units;
4. Modifications or replacement of exterior doors and windows require the approval of 70% of the units;
5. In the event the stockholders decide to sell the building, such sale must be approved by 70% of the units. Distribution of the net proceeds shall be divided among the stockholders in proportion to their numbers of shares held;
6. Shares of stock can be transferred only to a person or persons approved by 70% of the units;
7. When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value;
8. The Ru-Vel is a seasonal apartment and is open from November 1 through May 1 of each year unless other arrangements are made with the Executive Committee. Each owner has access to his apartment throughout the year but certain amenities such as hot water and garbage collection are only provided when the Ru-Vel is open. If an apartment is to be used when the Ru-Vel is closed, the President and the caretaker should be notified;

9. In the event that any Ru-Vel owner does not desire to use his or her apartment during a given Ru-Vel season, that apartment may be rented to one party one time that year. The tenants are to be approved by the owner and screened by a majority of the Executive Committee. This restriction may be modified on a case-by case basis with the approval of 70% of the units;

10. No pets are permitted;

11. The corporation will maintain the property, pay the taxes insurance, upkeep and other operating expenses, and will provide management, and will assess each shareholder annually the proportionate cost of these items, which assessment the shareholder will pay promptly to the corporation. If expenses arise that are unforeseen in the approved budget, each shareholder will promptly pay 10 percent of the additional expenses as a special assessment. Calculation of the Annual Assessment is described in the section "Calculation of the Annual Assessment", below; and specific maintenance responsibilities of the corporation and owners are described in the section "Maintenance Responsibilities", below;

12. We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

"Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at a meeting held on March 7, 1998, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value."

Calculation of the Annual Assessment:

The assessment will be broken down into the two categories:
1. Real Estate taxes, and
2. All other expenditures.

The officers will determine the amount of the budget for the next fiscal year; the President will then calculate the amount of each shareholder's assessment in the following manner:

1. Subtract the amount of the preceding year's taxes from the total approved budget,
2. Multiply the preceding year's taxes by the number of each unit's shares divided by the total issued shares in Ru-Vel,
3. Divide the other expenditures of the budget by 10 (Number of units in the Ru-Vel),
4. Add results of the two calculations together, which determines the assessment for each unit.

In the event that Ru-Vel receives outside income, that income will be divided by the number of shares in each unit and credited to each shareholder's account. The method of treatment of outside income is subject to approval by the Auditor and attorney.

Maintenance Responsibilities:

1. A working smoke detector, to be provided by the owner, is required in each apartment by city law,
2. Insurance is carried by the corporation on it's property. Each apartment owner is responsible for their own insurance upon their own personal property,
3. The corporation will provide hot and cold water service to each apartment, as well as scheduled garbage pickup whenever the Ru-Vel is open ,
4. Each owner is responsible for providing his or her electric service, telephone, cable television, and other personal amenities as desired,
5. Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel, Inc.,
6. Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the owner with one exception: namely, if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel, Inc.,

7. Modernization of plumbing within an apartment shall be the responsibility of the owner,

8. Electrical repairs or replacements from the house meter box to the individual outlets is the responsibility of Ru-Vel Inc.,

9. Replacement of fuses within an apartment or any modernization of fuse boxes or outlets is the responsibility of the owner,

10. Individual heating and cooling units and the necessary wiring are the responsibility of the owner,

11. Exterior doors and windows are responsibility of each owner. Repair of outside door locks, windows, or louvers caused by vandalism or equivalent is the responsibility of Ru-Vel, Inc.,

12. Ru-Vel should pay the deductible and other damages not covered by Ru-Vel insurance policies on damages to the property of the corporation.

CFN # 102831424, OR BK 34964 Page 824, Page 1 of 2, Recorded 04/16/2003 at 04:18 PM, Broward County Commission, Deputy Clerk 1050

CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENTS TO THE BY-LAWS OF
HOLLYWOOD RU-VEL, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Hollywood Ru-Vel, Inc., a cooperative, was duly adopted in the manner provided in the By-Laws, at a meeting of the shareholders of Hollywood Ru-Vel, Inc. held on the 12 day of April, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of April, 2003 at Hollywood, Broward County, Florida.

Witness

HOLLYWOOD RU-VEL, INC.

Witness

By: President

Attest: Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

On this day of 4/12, 2003, personally appeared Leona J Gordon and Sharon Bapp, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

My Commission Expires:

ROBERT GLICKMAN
MY COMMISSION # CC 879989
EXPIRES: Jun 28, 2006
1-800-432-0311 Fla. Notary Service & Bonding Co.

NOTARY PUBLIC
NAME: Robert Glickman
COMMISSION NO.:

KNOWN TO ME PERSONALLY ✓ OR PRODUCED IDENTIFICATION ___

TYPE OF IDENTIFICATION PRODUCED _____

ADOPTED AMENDMENTS TO THE BY-LAWS OF HOLLYWOOD RU-VEL, INC.

(additions indicated by underlining, deletions by "——", and unaffected language by "...")

1. Proposed Amendment to Paragraph Eight (8) of the Terms of Ownership, by amending said Paragraph as follows:

   Hollywood Ru-Vel is open all year. ~~The Ru-Vel is a seasonal apartment and is open from November 1 through May 1 of each year unless other arrangements are made with the Executive Committee. Each owner has access to his apartment throughout the year but certain amenities such as hot water and garbage collection are only provided when the Ru-Vel is open. If an apartment is to be used when the Ru-Vel is closed, the President and the secretary should be notified.~~

2. Proposed Amendment to Paragraph Nine (9) of the Terms of Ownership, by amending said Paragraph as follows:

   Rental of apartments is prohibited. ~~In the event that any Ru-Vel owner does not desire to use his or her apartment during a given Ru-Vel season, that apartment may be rented to one party one time that year. The tenants are to be approved by the owner and screened by a majority of the Executive Committee. This restriction may be modified on a case by case basis with the approval of 70% of the units.~~

3. Proposed Amendment to Paragraph Twelve (12) of the Terms of Ownership, by amending said Paragraph as follows:

   We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

   "Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood Florida; subject to the bylaws, and subject to the condition, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at a meetings held on March 7, 1998 and subsequently, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING
FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, on5-24-2006 the Board of Directors for the corporation did cause the following documents to be recorded in the public records for Broward County, Florida, Book 42084, Pg 1720:

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

WHEREAS, it has been determined that as a result of human error, the wrong copy of the **By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B** we attached to the package and recorded.

WHEREAS, the matter shall now be cured by what is the correct document now being filed, said document is the true and correct document to occupy that which is known as the **By-Laws of HOLLYWOOD RU-VEL.**

(7)

Said documents were qualified and authenticated as actual copies of corporate records and are duly recorded as provided by Florida Statute.

WITNESS my signature here to this 14 day of December, 2009.

HOLLYWOOD RU-VEL, INC

BY: _____
As Director

Province ~~STATE~~ OF Saskatchewan ss
Country ~~COUNTY~~ OF Canada ss

The foregoing instrument was acknowledged before me this 14 day of December 2009 by Walter Black; in his capacity as Director for the corporation known as **HOLLYWOOD RU-VEL, INC**, on behalf of the corporation and who is personally known to me.

NOTARY

GARY RALPH EMDE
Notary Public
MY APPOINTMENT EXPIRES FEB. 28, 2013
SASKATCHEWAN

BY-LAWS OF HOLLYWOOD RU-VEL, INC.

Incorporated in the State of Florida on July 7, 1953; Certificate of Incorporation amended on February 26, 1969.

Capital Stock:

110 shares authorized, 109 issued and distributed as follows:

Apt:	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10.0	10.5	12.5

Meetings:

1. Stockholders of RU-VEL shall meet annually on the first Saturday in March; meetings may be called at any time by the president or by a majority of the stockholders, if five days written notice is given to each stockholder. Meetings may be held at any time and place the holders of all of the stock in the company may meet together;

2. A majority in number of stockholders shall constitute a quorum at any stockholders meeting.

Officers and Committees:

1) The business of the corporation shall be conducted by its stockholders through elected officers. Officers need not be stockholders;

2) There shall be a President, to be elected annually at the annual meeting in each year by a majority vote of the stockholders, who shall hold office until his successor is elected. His duties, in addition to those usually performed by such an officer, shall be as follows:
   - Supervise the Opening and Closing operation of Ru-Vel,
   - Supervise the maintenance, painting, yard work, spraying, replacement of shrubs, etc.,
   - Conduct the Annual Meeting,
   - Maintain and provide those records necessary to meet the needs of the government, the auditor, and stockholders of Ru-Vel, Inc.
   - Pay the bills and ensure maintenance of a proper carry-over balance,
   - Supervise the transfer of stock,
   - Supervise whatever else is necessary for the smooth and efficient operation of Ru-Vel, Inc., and
   - When authorized to do so by resolution of the company, to sign mortgages, deeds, bills of sale and conveyances of said corporation;

3) **The Vice-President**, who shall be elected at the same time and in the same way as the president, shall perform the duties of the president in his absence or during his disability as well as other duties that may be assigned to him by the stockholders. One, or two, Vice-Presidents may be elected;

4) There shall be a **Secretary** and a **Treasurer** of the corporation, elected in the same manner as the Vice-President. The secretary's duties, in addition to those usually performed by such officer, shall be
   - To sign the name of the corporation with the president to all certificates of stock issued by it,
   - To keep the minutes of the stockholders, and
   - To keep the seal of the corporation and affix the same to any writing to which it is necessary to affix such seal;

5) Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Assistant Secretary;

6) There is an **Executive Committee** which includes all officers;

7) A **House Committee**, composed of stockholders and officers chosen by the president, may be set up from time to time to work with the President on projects with which assistance may be needed;

8) Any officer of the corporation may be removed at any time by the stockholders and, in the event of a vacancy the same may be filled by the stockholders at any meeting thereof;

9) Officers and committee members serve without compensation.

Amendments:

These By-Laws may be amended at any time by a vote of 70% of the units included within the corporation at any regular meeting or at any meeting at which all of the stockholders are present, or at any called meeting when notice of intention to amend these By-Laws shall be given at the time the notice of such called meeting is given.

Terms of Ownership:

The land included in this Co-Op property is legally described as to wit:

Lots 18, 19, and 20	Block 9	- Building (18,19) & adjacent lot (20)
Lots 9 and 10	Block 10	- Parking lot

and is located in the 300 block of McKinley Street, Hollywood, Florida.

Stock ownership will entitle you to exclusive use of the apartment designated on your stock certificate, as well as ownership of all furnishings, subject to reasonable restrictions and conditions as follows:

1. The voting rights of owners shall be one vote for each unit;
2. The land and apartment building may not be encumbered by a mortgage or otherwise without the approval of 70% of the units;
3. No internal or external structural changes to any apartment may be made without the approval of 70% of the units;
4. Modifications or replacement of exterior doors and windows require the approval of 70% of the units;
5. In the event the stockholders decide to sell the building, such sale must be approved by 70% of the units. Distribution of the net proceeds shall be divided among the stockholders in proportion to their numbers of shares held;
6. Shares of stock can be transferred only to a person or persons approved by 70% of the units;
7. When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value;
8. Hollywood Ru-Vel is open all year;
9. No pets are permitted;
10. The corporation will maintain the property, pay the taxes insurance, upkeep and other operating expenses, and will provide management, and will assess each shareholder annually the proportionate cost of these items, which assessment the shareholder will pay promptly to the corporation. If expenses arise that are unforeseen in the approved budget, each shareholder will promptly pay 10 percent of the additional expenses as a special assessment. Calculation of the Annual Assessment is described in the section

"Calculation of the Annual Assessment", below; and specific maintenance responsibilities of the corporation and owners are described in the section "Maintenance Responsibilities", below;

11. We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

    "Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at meetings held on March 7, 1998 and subsequently, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

    When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value."

Calculation of the Annual Assessment:

The assessment will be broken down into the two categories:
1. Real Estate taxes, and
2. All other expenditures.

The officers will determine the amount of the budget for the next fiscal year; the President will then calculate the amount of each shareholder's assessment in the following manner:

1. Subtract the amount of the preceding year's taxes from the total approved budget,
2. Multiply the preceding year's taxes by the number of each unit's shares divided by the total issued shares in Ru-Vel,
3. Divide the other expenditures of the budget by 10 (Number of units in the Ru-Vel),
4. Add results of the two calculations together, which determines the assessment for each unit.

In the event that Ru-Vel receives outside income, that income will be divided by the number of shares in each unit and credited to each shareholder's account. The method of treatment of outside income is subject to approval by the Auditor and attorney.

Maintenance Responsibilities:

1. A working smoke detector, to be provided by the owner, is required in each apartment by city law,

2. Insurance is carried by the corporation on it's property. Each apartment owner is responsible for their own insurance upon their own personal property,

3. The corporation will provide hot and cold water service to each apartment, as well as scheduled garbage pickup whenever the Ru-Vel is open,

4. Each owner is responsible for providing his or her electric service, telephone, cable television, and other personal amenities as desired,

5. Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel, Inc.,

6. Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the owner with one exception: namely, if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel, Inc.,

7. Modernization of plumbing within an apartment shall be the responsibility of the owner,

8. Electrical repairs or replacements from the house meter box to the individual outlets is the responsibility of Ru-Vel Inc.,

9. Replacement of fuses within an apartment or any modernization of fuse boxes or outlets is the responsibility of the owner,

10. Individual heating and cooling units and the necessary wiring are the responsibility of the owner,

11. Exterior doors and windows are responsibility of each owner. Repair of outside door locks, windows, or louvers caused by vandalism or equivalent is the responsibility of Ru-Vel, Inc.,

12. Ru-Vel should pay the deductible and other damages not covered by Ru-Vel insurance policies on damages to the property of the corporation.

2.

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, on 5-24-2006 the Board of Directors for the corporation did cause the following documents to be recorded in the public records for Broward County, Florida:

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

WHEREAS, it has been determined that as a result of human error, a scrivner's occurred in the jurat for the certificate of filing.

WHEREAS, it is the intent of the Board of Directors that the matter shall now be cured by this filing.

WHEREAS, this filing shall revert back to the original filing referenced above and it propriety shall be evidenced by the correct jurat below.

WITNESS my signature here to this 28 day of April, 2008 at Broward County, Florida.

HOLLYWOOD RU-VEL, INC

BY:_____

As attorney in fact for the corporation.

STATE OF FLORIDA §§
COUNTY OF BROWARD §§

The foregoing instrument was acknowledged before me this 29 day of December 2009 by MICHAEL W. GOMEZ, ESQ,; in his capacity as attorney in fact for the corporation known as **HOLLYWOOD RU-VEL, INC** , on behalf of the corporation and who is personally known to me.

NOTARY

MARILYN BIALY
Commission # DD 852797
Expires January 25, 2013

AMENDED AND RESTATED BY-LAWS OF HOLLYWOOD RU-VEL INC.

I. Identity:

These are the Amended and Restated By-Laws of the Hollywood Ru-Vel Inc. hereinafter referred to as "Ru-Vel Inc.", a not-for-profit Corporation, incorporated under the laws of the State of Florida.

The Articles of Incorporation were filed in the Office of the Secretary of State on the 7th day of July, 1953, with a Certificate of Incorporation amended on February 26, 1969.

Ru-Vel Inc. has been organized for the purpose of administering the operation and management of Ru-Vel Inc., established in accordance with the Cooperative Act of the State of Florida, with all rights and duties afforded to the Stockholders of Ru-Vel, Inc. pursuant to Florida law. Where there is a conflict between this written document and Florida law shall prevail. Ru-Vel, Inc. has been established upon the following described property situated, lying and being in Broward County, Florida, to wit:

Property Identification Number 5142-12-01-1390 Hollywood Beach

First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach

First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480 Hollywood Beach

First Addition 1-31 B Lot 9, 10 Block 10.

II. Capital Stock:

Ru-Vel Inc. has 110 shares authorized, 109 of which have been issued and distributed as follows:

Apt.	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10	10.5	12.5

III. Meetings:

Annual General Meetings of Ru-Vel, Inc. shall be held in each calendar year and not more than fifteen (15) months from date of the preceding General Meeting.

a) Business of the Annual General Meeting:

(i) Adoption of the Rules of Order

(ii) Approval of financial statements

(iii)Report of Officers

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(iv)Election of Officers

(v) Appointment of the accountant

(vi)Such other business as under the By Laws may be transacted at an Annual General Meeting or business which is brought under consideration by the report of the Officers issued with the notice convening the meeting.

Other meetings may be called at any time by the President or by a majority of the Stockholders.

3.1 Notice. It shall be required for any Stockholder meeting to give notice pursuant to Florida Statute §719.106(1) (c) with regard to board meetings. Notices shall be posted with regard to a meeting at least forty eight (48) hours preceding the meeting except, in an emergency, by posting the notice in a conspicuous place on Ru-Vel, Inc. property. If the meeting is non-emergency in nature and special assessments will be discussed then the meeting notice shall be sent fourteen (14) days preceding the meeting by personal delivery or electronically submitted to each Stockholder. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed with the official records of the Corporation. The written meeting notice shall incorporate an identification of agenda items which shall be given to each Stockholder at least fourteen (14) days before the annual meeting and posted in a conspicuous place on Ru-Vel, Inc. property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the Stockholders, the Board must duly adopt rules designating a specific location on the Corporation property upon which all notices of Stockholders meetings are posted.

Unless a Stockholder waives, in writing, the right to receive notice of the annual meeting, the notice of the annual meeting must be sent by mail, hand delivered or electronically transmitted to each Stockholder. An officer of Ru-Vel, Inc. must provide an affidavit or U.S. Postal Service certificate of mailing, to be included in the official records of Ru-Vel, Inc., affirming the notice of the meeting was mailed, hand delivered or electronically transmitted, in accordance with this provision, to each Stockholder at the address last furnished to Ru-Vel, Inc.. Any applicable proxies shall be sent with all meeting notices as required pursuant to Florida law.

Included in the notice to each Stockholder will be any proposed changes to Ru-Vel, Inc.'s governing documents in the form required by Florida Statutes and any other documents to be discussed or voted on at an upcoming meeting.

3.2 Quorum

The quorum for the transaction of business at a meeting of Stockholders is four persons who are or who represent by proxy Stockholders who, in the aggregate, hold at least 70% of the Units entitled to vote at the meeting. If there is no quorum requirement for elections that are decided by a plurality of ballots, 70% of Stockholders shall constitute a quorum at any Stockholders meeting.

3.3 The voting rights of Stockholders shall be one vote per apartment. Each Stockholder gets one vote per apartment owned regardless of number of shares of stock owned. All matters

shall pass by not less than a 70% vote. Only holders of stock shall vote, in person or by proxy, on behalf of a given apartment. A proxy is defined as the authority to cast a vote of a member qualified to vote.

3.4 A proxy shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Except as otherwise required under Florida law, the affirmative vote of 70% of the Stockholders at any duly called meeting, personally or by proxy, at which a quorum is present, shall be required to pass an issue put to vote.

3.5 Other Persons May Attend

The Officers, Stockholders, any lawyer or accountant for Ru-Vel, Inc., and any person invited by the Officers are entitled to attend any meeting of Stockholders. If any non-Stockholder does attend a meeting of Stockholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a Stockholder or proxy holder for a Stockholder entitled to vote at the meeting.

3.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of Stockholders, unless a quorum of Stockholders entitled to vote is present at the meeting at the time a vote is taken.

3.7 Lack of Quorum

If, within one-half hour after the time set for the commencement of a meeting of Stockholders, a quorum is not present:

a) In the case of a general meeting requested by Stockholders, the meeting is cancelled, and

b) In the case of any other meeting of Stockholders, the meeting shall be adjourned to a time and place as voted upon by the Stockholders present, within the next fourteen (14) days.

3.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 3.7(6) was adjourned, a quorum is not present within one-half hour of the time set for the holding of the meeting, if there are three (3) Stockholders present in person or by proxy, Stockholders who are present and entitled to vote at the meeting, shall constitute a quorum.

3.9 Incapacity of a Stockholder

In case of the death or incapacity of a Stockholder, the legal personal representative or if the Stockholder was a joint holder, the surviving joint holder will be the only person recognized by Ru-Vel, Inc. as having any title to the Stockholder's interest in the shares. Before recognizing a person as a legal personal representative, the Secretary shall require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters

of administration or such other evidence or documents as the Secretary considers appropriate.

3.10 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the Stockholder, including the right to transfer the shares in accordance with these By-Laws, provided the documents required by Florida Law and the Officers have been deposited with Ru-Vel, Inc.

IV. Officers and Committees:

4.1 The business of Ru-Vel, Inc. shall be conducted by its Stockholders through elected officers. Officers need not be Stockholders but non-Stockholder officers must be either a spouse or domestic partner of a Stockholder. All Officers shall be elected at the annual meeting.

4.2 There shall be a President, to be elected annually at the annual meeting in each year by a vote of the Stockholders, who shall hold office until their successor is elected. The President's duties shall be as follows:

a) Supervise the maintenance of Ru-Vel, Inc.

b) Preside at the Annual Meeting and any other meeting of the Stockholders.

c) Maintain appropriate records as required by sound accounting practices and provide those records necessary to meet the needs of the government, the accountant and Stockholders of Ru-Vel, Inc.

d) Engage a Certified Public Accountant to prepare the annual Financial Statements for presentation to the Stockholders and any applicable tax returns. Said Financial Statements are to be prepared and distributed to the Stockholders within 6 months of Ru-Vel, Inc.'s fiscal year end. The applicable tax returns are to be filed prior to their filing deadlines.

e) Supervise the smooth and efficient operation of Ru-Vel Inc.

f) When authorized to do so by resolution of the Stockholders, to sign mortgages, deeds, bills of sale and conveyances of Ru-Vel, Inc.

g) Retain such professional assistance as required for the purpose of the proper operation of Ru-Vel, Inc. as directed by the Stockholders.

h) Promptly seek and obtain approval from the Stockholders to enter into any transactions or contracts that are out of the ordinary course of business.

4.3 A Vice-President, who shall be elected at the same time and in the same manner as the President, shall perform the duties of the President in the President's absence or during the President's disability as well as other duties that may be assigned to him by the Stockholders.

4.4 There shall be a Secretary and a Treasurer of Ru-Vel, Inc., elected in the same time and in the same manner as the Vice-President. The Secretary's duties shall be:

a) To execute documents on behalf of Ru-Vel, Inc. with the President,

b) To keep the minutes of all meetings, and

c) To keep the seal of Ru-Vel, Inc. and affix the same to any writing to which it is necessary to affix such seal.

d) The Treasurer shall keep the financial books of Ru-Vel, Inc., maintain the check book and other accounts and perform such duties as are assigned by the President.

4.5 Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Vice President.

4.6 Any officer of Ru-Vel, Inc. may be removed at any time by a vote of the Stockholders and, in the event of a vacancy the same may be filled at any meeting thereof by a 70% vote of the Stockholders

4.7 Officers and committee members serve without compensation.

V. Amendments:

The By-Laws of Ru-Vel, Inc. may be amended at any time by approval of 70% of the Stockholders. No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

VI. Terms of Ownership and Voting Rights:

6.1 Stock Ownership entitles each Stockholder to exclusive use of the apartment designated on the Stockholder's stock certificate, as well as Ownership of all furnishings within the apartment designated on the stock certificate, subject to reasonable restrictions and conditions as follows:

6.2 The land and apartment building as designated on the Stockholder's stock certificate may not be encumbered by a mortgage or otherwise without the approval of 70% of the Stockholders.

6.3 No structural changes or changes to windows and doors may be made to any apartment without the approval of 70% of the Stockholders. All changes must comply with all state and local laws, codes and regulations.

6.4 When a Stockholder desires to sell or transfer their share in , Ru-Vel, Inc., all existing Stockholders must be notified in writing of the transfer or sale and must approve or disapprove the transfer or sale in writing prior to the transfer or sale occurring. The forms to be utilized for transfer or sale approval are attached hereto as composite Exhibit "A". The forms for approval of transfer or sale of a unit maybe requested from the Secretary.

6.5 Transferor Remains Stockholder

Except to the extent that Florida Law provides otherwise, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in the share register of Ru-Vel, Inc.

6.6 Signing of Instrument of Transfer

If a Stockholder or their attorney-in-fact, signs an instrument of transfer in respect of shares registered in the name of the Stockholder, the signed instrument of transfer constitutes a complete and sufficient authority to Ru-Vel, Inc. to register the number of shares specified in the instrument of transfer or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer to the transferee named in such instrument.

6.7 Inquiry as to Title Not Required

No Officer or agent of Ru-Vel, Inc. is:

a) bound to inquire into the title of the person named in the instrument of transfer as transferee; or

b) liable for any claim related to registering the transfer by the Stockholder of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares

6.8 In the event Stockholders decide to sell the building such sale must be approved by 70% of the Stockholders. Distribution of the net proceeds following the sale shall be divided among the Stockholders in proportion to their number of shares held.

6.9 Rental of Apartments:

In the event that any Ru-Vel Inc. Stockholder does not desire to occupy their apartment, that apartment may be rented subject to the following conditions:

a) A Stockholder may not rent out their unit more than three (3) times in a calendar year and the rental must be for a minimum period of one week.

6.10 No pets are permitted;

6.11 Ru-Vel, Inc. will maintain the property, keep appropriate records as required by sound accounting practices and government requirements, pay the common expenses, assess each Stockholder annually the proportionate cost of these items, which assessment the Stockholder shall paid to Ru-Vel, Inc.

VII. Assessments:

Regular Assessments:

7.1 Common expenses include the expenses of the operation, maintenance, repair, or replacement of Ru-Vel, Inc.'s property and any other expense, whether or not included in this paragraph, designated as common expense by Florida law or the officers.

7.2 The Treasurer shall prepare an operating budget detailing the estimated common expenses for Ru–Vel, Inc. for the next year and this shall form the base for the regular assessment.

7.3 The regular assessment for each Stockholder shall be 10% of the budgeted assessment amount.

7.4 Regular assessments are due by November 30th of each year.

7.5 The Officers shall mail, hand deliver, or electronically transmit to each Stockholder at the address last furnished to Ru-Vel, Inc., a meeting notice and copies of the proposed annual budget not less than fourteen (14) days prior to the meeting at which the budget is to be considered. If the new proposal is more than 115% of the preceding year assessment this notice shall be given not more than thirty (30) days and not less than fourteen (14) days before the meeting date.

Special Assessments:

7.6 In the event that there are unforeseen expenses not included in the budget and/or there is a need for emergency repairs that will deplete the cash position of Ru-Vel, Inc., the President may call a special meeting to consider a special assessment. A special meeting shall be called and the Stockholders shall be provided with the notice of meeting together with the relevant documents regarding the expenses. The agenda for the meeting shall include copies of the special assessment which shall be voted upon at the meeting. In the event that the special assessment is approved by 70% of the Stockholders, each Stockholder will pay the estimated additional expenses as a special assessment.

7.7 Special assessments are due within 30 days of the date that they are approved unless otherwise specified by the Stockholders. The procedures for a special assessment will be the same as for a regular assessment.

7.8 Taxes are the responsibility of the Stockholder and are to be paid by the Stockholders directly to the Treasurer of Broward County with proof of payment to be provided to the Ru-Vel Inc. Treasurer on or before the date of payment of the taxes.

7. 9 In the event that taxes on an apartment become delinquent for one year, such unpaid taxes maybe paid by Ru-Vel, Inc. and will be added to that apartment as part of its assessment.

VIII. Maintenance Responsibilities:

8.1 A working smoke detector, is required in each apartment which shall be provided and maintained by the Stockholders.

8.2 Insurance is carried by Ru-Vel, Inc. on its property for the common elements. Each Stockholder shall carry insurance upon their own personal property.

8.3 Ru-Vel, Inc. will provide access to utilities for each apartment, as well as scheduled garbage pickup.

8.4 Each Stockholder is responsible for providing their electric service, telephone, cable television, and other personal amenities.

8.5 Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel Inc.

8.6 Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the Stockholders with one exception: if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel Inc.

8.7 Replacement of plumbing within an apartment shall be the responsibility of the Stockholders.

8.8 Electrical repairs or replacements from the house meter box to the individual outlets are the responsibility of Ru-Vel Inc.

8.9 Replacement of fuses and circuit breakers within a unit or any modernization of fuse boxes, circuit breaker boxes or outlets is the responsibility of the Stockholders.

8.10 Individual heating and cooling units including the wiring are the responsibility of the Stockholders.

8.11 Exterior doors and windows are the responsibility of each Stockholder, however, exterior doors and windows may only be replaced subject to the provisions of this document regarding windows and doors. Repair of outside door locks, windows, or louvers is the responsibility of Ru-Vel Inc.

8.12 Ru-Vel, Inc. shall pay the deductible and other damages not covered by the Ru-Vel Inc. insurance policies on damages to property owned by the Ru-Vel, Inc..

IX. Rights of Stockholders to Peacefully Assemble:

All common areas and recreational facilities serving Ru-Vel, Inc. shall be available to Stockholders in Ru-Vel, Inc. and their invited guests for the use intended for such common areas and recreational facilities. Holders

X. Taxation of Ru-Vel, Inc. Parcels:

Ad valorem taxes and special assessments by taxing authorities shall be assessed against Ru-Vel, Inc. parcels and not upon Ru-Vel, Inc. property as a whole. No ad valorem tax or special assessment may be separately assessed against common areas if the common areas are owned by Ru-Vel, Inc. or are jointly owned by the Stockholders of Ru-Vel, Inc.. Each Ru-Vel, Inc. parcel shall be separately assessed for ad valorem taxes and special

assessments as a single parcel. The property appraiser must be provided the necessary documents, as evidenced in the official records of the clerk of the circuit court of the county, to make a determination as to the Ownership of a Ru-Vel, Inc. parcel for assessment and homestead tax exemption purposes. The taxes and special assessments levied against each Ru-Vel, Inc. parcel shall constitute a lien only upon the Ru-Vel, Inc. parcel assessed and upon no other portion of the Ru-Vel, Inc. property.

XI. Rents and Assessments; Liability; Lien and Priority; Interest; Collection; Collaborative Ownership:

11.1 An apartment, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all rents and assessments coming due while the Stockholders is entitled to exclusive possession of a unit.

11.2 The liability for rents and assessments may not be avoided by waiver of the use or enjoyment of any common areas or by abandonment of the apartment for which the rents and assessments are made.

11.3 Rents and assessments and installments on them, not paid when due, bear interest at the rate of 18% per annum. Ru-Vel, Inc. may charge an administrative late fee in addition to such interest, not to exceed the greater of $25 or 5 percent of each installment of the assessment, for each delinquent installment that the payment is late. Any payment received by Ru-Vel, Inc. must be applied first to any interest accrued by Ru-Vel, Inc., then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

11.4 Ru-Vel, Inc. has a lien on each Ru-Vel, Inc. parcel for any unpaid rents and assessments, plus interest, and any authorized administrative late fees. The lien also secures reasonable attorney fees incurred by Ru-Vel, Inc. incident to the collection of the rents and assessments or enforcement of such lien. The lien is effective from and after recording a claim of lien in the public records of Broward County which states the description of the Ru-Vel, Inc. parcel, the name of the Stockholders, the amount due, and the due dates. A lien may not be filed by Ru-Vel, Inc. against a Stockholder's parcel until 30 days after the date on which a notice of intent to file a lien has been delivered to the Stockholders.

11.5 Notice of intent to file lien must be sent to a given Stockholders in accordance with Florida law.

11.6 Liens for rents and assessments may be foreclosed by suit brought in the name of Ru-Vel, Inc., in like manner as a foreclosure of a mortgage on real property. In any foreclosure, the Stockholders shall pay a reasonable rental for the apartment and is entitled to the appointment of a receiver to collect the rent. Ru-Vel, Inc. has the power to bid on Stockholder's parcel at the foreclosure sale and to acquire and hold, lease, mortgage, or convey it. Suit to recover a money judgment for unpaid rents and assessments may be maintained without waiving the lien securing them.

XII. Stockholders' Pre-emptive Rights:

Before issuing, allotting, selling or otherwise disposing of any unissued shares and any issued shares held by Ru-Vel, Inc., the Officers shall first offer those shares pro rata to the Stockholders. The offer shall be made by notice specifying the number of shares offered and limiting a time for acceptance. After the expiration of the time for acceptance or on receipt of written confirmation from the Stockholder or Stockholders to whom the offer is made that the Stockholder or Stockholders decline(s) to accept the offer, and if there are no other Stockholders holding shares who should first receive an offer, the Officers may, for three (3) months thereafter, issue, allot, sell or otherwise dispose of the shares to such persons and in such manner as they think most beneficial to Ru-Vel, Inc.; but the offer to those persons shall not be at a price less than, or on terms more favorable than, the offer to the Stockholders.

XIII. Indemnification of Officers:

Subject to the statutes or laws of the State of Florida, every Officer of Ru-Vel, Inc. and their heirs, executors, administrators and other personal legal representatives shall, from time to time and at all times while holding that office be indemnified and saved harmless by Ru-Vel, Inc. from and against:

a) any liability and all costs, charges and expenses that such officer(s) sustain or incur in respect of any action, suit, or proceeding that is proposed or commenced against them in respect of anything done or permitted by them while they were acting in good faith in the reasonable execution of the duties of their office or position, and

b) all other costs, charges and expenses that they properly sustain or incur in respect of the affairs of Ru-Vel, Inc., provided such Officer or Officers have acted within their authorized authority in good faith and in the best interests of Ru-Vel, Inc..

XIV. Intent:

14.1 We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

"Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No._____ in Hollywood Ru-Vel Inc., Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in By-laws adopted by the Stockholders of HOLLYWOOD RU-VEL, INC. at a meeting held on April 5, 2015. AMONG OTHER THINGS THE AFORESAID BY-LAWS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE."

14.2 It is the intent of Ru-Vel, Inc. that the amended and reinstated By-Laws set forth herein are in full compliance with Florida law as of the date these By-Laws are amended. Anything to the contrary in these documents is unintentional and these By-laws shall be interpreted to be in compliance with Florida law.

14.3 Robert's Rules of Order (as amended from time to time) shall govern the conduct of Ru-Vel, Inc.'s meetings to the extent those are not in conflict with these Amended and Restated By-laws or the laws of the State of Florida.

The undersigned being the Secretary of the Hollywood Ru-Vel Inc., a Corporation incorporated under the laws of the State of Florida does hereby certify that the foregoing Amended and Restated By-Laws were adopted as the Bylaws of said Corporation at a meeting held for such purpose on the_4_ day of __April___, 2015.

Hollywood Ru-Vel Inc.

Secretary: __Patricia J Perkins___ Patricia J Perkins

Date: _April 4, 2015___

LindaHD/ClientFolderMSG/HollywoodRu-Vel/2015BylawRevisionscln150309

Instr# 114531845, Page 1 of 3, Recorded 07/31/2017 at 01:53 PM
Broward County Commission
Deed Doc Stamps: $0.70

2

Contract # 334

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 30 day of March, 2017, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and HOLLYWOOD RU-VEL INC. (Property Owner"), a corporation established pursuant to Chapter 718, Florida Statutes located at 320 McKinley Street #3, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up

to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by RICK PERKINS, property owner, this 30 day of MARCH, 2017.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
~~Jeffrey P. Sheffel,~~ General Counsel
ACTING

HOLLYWOOD RU-VEL, INC.

BY: _____
Rick Perkins, ~~Registered Agent~~

NOTARY PUBLIC STATE OF OHIO

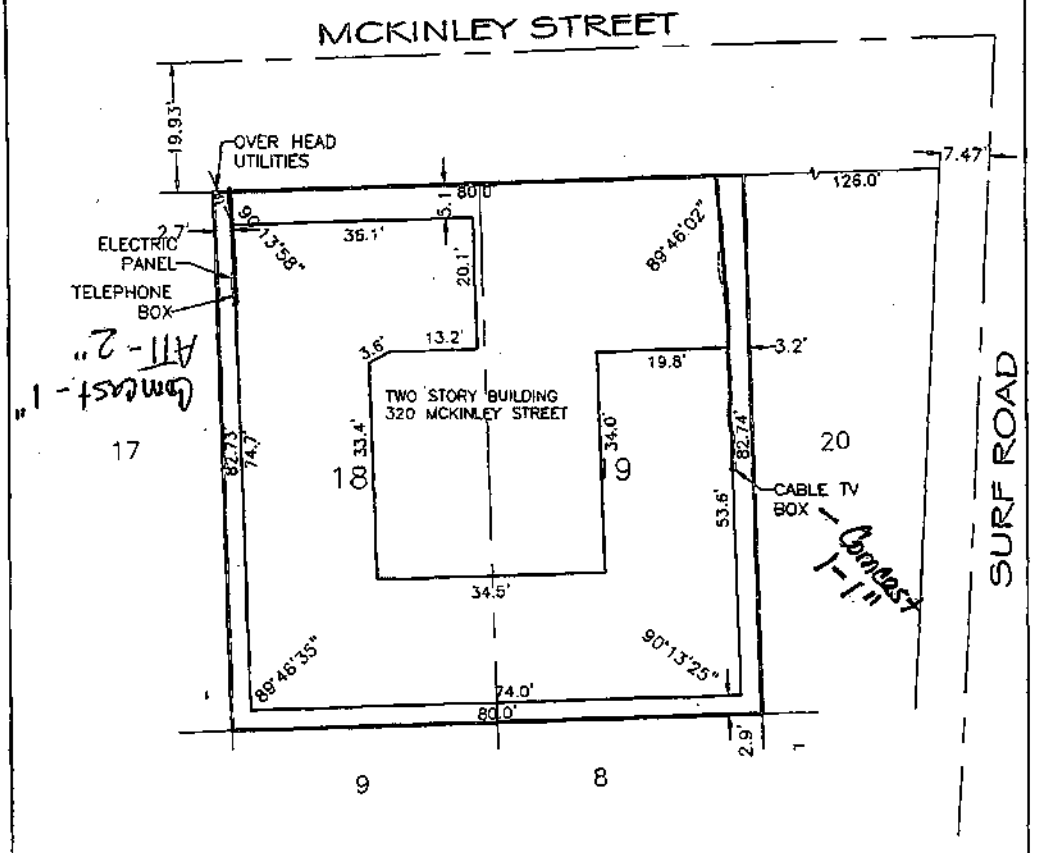
NOTARY
MEGAN ROSSETTI
Notary Public, State of Ohio
My Commission Expires
November 16, 2021

Signed in my presence by Rick Perkins on the 30th day of March, 2017.

Megan Rossetti
Notary Public

DESCRIPTION:

LOTS 18 AND 19, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



Bmcast - 1"
All - 2"
Bmcast - 1"

NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF MCKINLEY STREET.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: RN6676	DATE: 03/09/16
SCALE: 1"= 20'	FILE No.:
DRAWN BY: CM	CHECKED BY: SKS

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7016

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lot 17, Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Maria Olivera, a married woman

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1530

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Maria Koscheck, a single woman, to Minnie Cummings, dated October 24, 1957, and recorded in Official Records Book 1052, Page 628.** ***Note: Best copy provided.***

2. **Warranty Deed from Arthur F. Cummins, Sr., joined by his wife, Joan W. Cummin, to Arthur F. Cummins, Sr. and Joan W. Cummins, his wife, dated July 31, 1984, filed August 6, 1984, and recorded in Official Records Book 11911, Page 266.**

3. **Death Certificate for Arthur F. Cummins Sr. filed September 15, 1994, and recorded in Official Records Book 22614, Page 878.**

4. **Warranty Deed from Joan W. Cummin, the unremarried widow of Arthur F. Cummins, Sr., to Daniel Rivadeneira, a single man, dated February 20, 1996, filed February 26, 1996, and recorded in Official Records Book 24530, Page 317.**

5. **Warranty Deed from Daniel Rivadeneira, a married man, to Edward Babik, a single man, dated May 4, 1999, filed May 13, 1999, and recorded in Official Records Book 29452, Page 1500.**

6. **Warranty Deed from Edward Babik, a single man, to Errol Kalipersad, a single man, dated May 12, 1999, filed June 8, 1999, and recorded in Official Records Book 29529, Page 272.**

7. **Warranty Deed from Errol Kalipersad, a single man, to Hamid P. Lakhani and Parveen H. Lakhani, his wife, dated May 3, 2001, filed May 22, 2001, and recorded in Official Records Book 31621, Page 633.**

8. **Warranty Deed from Hamid P. Lakhani and Parveen H. Lakhani, his wife, to Maria Olivera, a married woman, dated November 25, 2003, filed December 5, 2003, and recorded in Official Records Book 36542, Page 1342.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage between Maria Olivera, a married person, and MERS as nominee for First Magnus Financial Corporation, dated April 20, 2006, filed May 4, 2006, and recorded in Official Records Book 41953, Page 1932; Assignment of Mortgage to U.S. Bank, National Association as Trustee for WAMU Mortgage Pass through Certificate for WMALT Series 2006-AR5, filed February 18, 2018, and recorded in Official Records Book 46884, Page 1894 and in Official Records Book 46974, Page 1160; Modification Agreement filed March 2, 2020, and recorded in Instrument # 116385194.**

2. **Default Final Judgment filed July 2, 2021, and recorded in Instrument # 117396152.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**
2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**
3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**
4. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**
5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**
6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**
7. **City of Hollywood Historic Preservation Board Resolution No. 06-H-107 filed January 17, 2007, and recorded in Official Records Book 43442, Page 1496.**
8. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152530.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Maria Olivera

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	322-324 NEBRASKA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1530
Property Owner	OLIVERA, MARIA	Millage	0513
Mailing Address	322 NEBRASKA ST HOLLYWOOD FL 33019-3439	Use	08-03

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$764,940	$913,940	$729,150	
2022	$149,000	$603,190	$752,190	$662,870	$15,288.53
2021	$149,000	$453,610	$602,610	$602,610	$13,555.29

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$913,940	$913,940	$913,940	$913,940
Portability	0	0	0	0
Assessed/SOH	$729,150	$913,940	$729,150	$729,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$729,150	$913,940	$729,150	$729,150

Sales History

Date	Type	Price	Book/Page or CIN
11/25/2003	WD	$370,000	**36542 / 1342**
5/3/2001	WD	$270,000	**31621 / 633**
5/12/1999	WD	$230,000	**29529 / 272**
5/4/1999	WD	$205,000	**29452 / 1500**
2/16/1996	WD	$185,500	**24530 / 317**

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1670
Units		3
Eff./Act. Year Built: 1965/1939		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
3								

Real Estate Account #514212-01-1530

Owner: OLIVERA,MARIA
Situs: 322-324 NEBRASKA ST

Parcel details
GIS
Property Appraiser

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687354	LE-48100	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $15,288.53

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$662,870.00	$0.00	$662,870.00	$3,666.07
VOTED DEBT	0.13840	$662,870.00	$0.00	$662,870.00	$91.74
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$752,190.00	$0.00	$752,190.00	$3,347.99
CAPITAL OUTLAY	1.50000	$752,190.00	$0.00	$752,190.00	$1,128.29
VOTER APPROVED DEBT LEVY	0.18730	$752,190.00	$0.00	$752,190.00	$140.89
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P	0.03270	$662,870.00	$0.00	$662,870.00	$21.68
OKEECHOBEE BASIN	0.10260	$662,870.00	$0.00	$662,870.00	$68.01
SFWMD DISTRICT	0.00480	$662,870.00	$0.00	$662,870.00	$3.18
SOUTH BROWARD HOSPITAL	0.10100	$662,870.00	$0.00	$662,870.00	$66.95
Total Ad Valorem Taxes	**20.77520**				**$14,319.53**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$662,870.00	$0.00	$662,870.00	$298.29
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$662,870.00	$0.00	$662,870.00	$4,949.32
DEBT SERVICE	0.68630	$662,870.00	$0.00	$662,870.00	$456.25
FL INLAND NAVIGATION	0.03200	$662,870.00	$0.00	$662,870.00	$21.21
Total Ad Valorem Taxes	**20.77520**				**$14,319.53**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$912.00
HLWD FIRE INSPECTION		$57.00
Total Non-Ad Valorem Assessments		**$969.00**

Parcel Details

Owner: OLIVERA,MARIA

Situs: 322-324 NEBRASKA ST

Account 514212-01-1530

Alternate Key 557354

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: SELECT PORTFOLIO SERVICING INC (LE-43100) 1123 S. PARKVIEW DRIVE COVINA, CA 91724

Assessed value: $662,870

School assessed value: $752,190

2022 TAX AMOUNTS

Ad valorem: $14,319.53

Non-ad valorem: $969.00

Total Discountable: $15,288.53

Total tax: $15,288.53

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 08

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1530

Owner: OLIVERA,MARIA

Situs: 322-324 NEBRASKA ST

Parcel details
GIS
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$14,676.99**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $14,676.99	11/28/2022	**Receipt** #EEX-22-00000477	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $13,013.03	11/23/2021	**Receipt** #EEX-21-00001083	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $12,320.31	11/30/2020	**Receipt** #EEX-20-00000507	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $11,289.46	11/27/2019	**Receipt** #EEX-19-00001257	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $10,335.00	11/29/2018	**Receipt** #EEX-18-00001177	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $9,296.40	11/27/2017	**Receipt** #EEX-17-00000379	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $8,564.34	11/23/2016	**Receipt** #EEX-16-00000973	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $7,834.54	11/19/2015	**Receipt** #EEX-15-00001020	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $7,310.76	11/24/2014	**Receipt** #EEX-14-00000961	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $6,827.74	11/22/2013	**Receipt** #EEX-13-00001001	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $6,176.75	11/28/2012	**Receipt** #EEX-12-00000843	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $7,744.12	11/28/2011	**Receipt** #EEX-11-00000201	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $7,938.97	11/23/2010	**Receipt** #EEX-10-00000195	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $9,742.17	11/29/2009	**Receipt** #R8X2-09-00050918	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $11,603.51	12/26/2008	**Receipt** #2008-1602726	Print (PDF)
2007					
2007 Annual Bill	$0.00	**Paid** $14,284.27	12/26/2008	**Receipt** #2008-1602726	Print (PDF)
Refund		**Processed** $275.59	03/04/2009	**To** WASHINGTON MUTUAL	
Certificate #17772		**Redeemed**	02/04/2009	**Face** $12,067.75, **Rate** 15%	
		Paid $14,384.27			
2006 Annual Bill	$0.00	**Paid** $12,165.60	11/30/2006	**Receipt** #2006-8002619	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $10,405.54	05/05/2006	**Receipt** #2005-3015466	Print (PDF)
2004 Annual Bill	$0.00	**Paid** $8,401.50	11/30/2004	**Receipt** #2004-0177213	Print (PDF)
2002					
2002 Annual Bill	$0.00	**Paid** $7,462.65	12/05/2003	**Receipt** #2003-1600477	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
Certificate #7204		Redeemed	12/17/2003	Face $7,101.33, Rate 0.25%	
		Paid $7,462.65			
2001					
2001 Annual Bill	$0.00	Paid $6,626.27	12/05/2003	Receipt #2003-1600477	Print (PDF)
Certificate #7728		Redeemed	12/17/2003	Face $6,067.62, Rate 5.75%	
		Paid $6,626.27			
Total Amount Due	$0.00				

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868737

Warranty Deed

This Indenture Made this [illegible] day of [illegible] A.D. 19[illegible]

BETWEEN [illegible]

of the County of [illegible] and State of Florida party of the first part and [illegible] Hollywood, Florida,

party of the second part WITNESSETH that the said party of the first part for and in consideration of the sum of [illegible] in hand paid the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain and sell and transfer unto the said party of the second part and [illegible] heirs and assigns forever, all that certain parcel of land lying and being in the County of [illegible] and State of Florida, more fully described as follows:

[illegible]

Subject to a mortgage in favor of William H. [illegible] and Alice M. [illegible], his wife, in the original principal sum of $[illegible], recorded in Mortgage Book [illegible], page [illegible], Broward County Records, which the grantee herein assumes and agrees to pay.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and remainders thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever. And the said party of the first part hereby covenants with the said party of the second part that [illegible] lawfully seized of the said premises that they are free from all encumbrances and that [illegible] good right and lawful authority to sell the same, and that the said party of the first part does hereby fully warrant the title to the said premises and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

[illegible] (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of FLORIDA
County of BROWARD

FRANK H. WARKS
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, That on this 24th day of October A.D. 19 57 before me personally appeared

Maria Koachek, a single woman,

to me known to be the person described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Hollywood in the County of Broward and State of Florida, the day and year last aforesaid.

[illegible] (SEAL)
Notary Public

My commission expires:

CANCELLED OCT 25

84-274422

This instrument was prepared by

RUSSELL M. HAYSON
4600 Sheridan Street
HOLLYWOOD, FLORIDA 33021

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 31 day of July 19 84, **Between**

ARTHUR F. CUMMINS, SR., joined by his wife, JOAN W. CUMMINS

of the County of Broward, State of Florida, grantor*, and

ARTHUR F. CUMMINS, SR. and JOAN W. CUMMINS, his wife

whose post office address is 322 Nebraska Street, Hollywood

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100----------

---

Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida

$ .45 has been paid in Broward County for Documentary Stamp Taxes required by law.
Deputy

Please [illegible] Return To:
ATTY. [illegible] HAYSON
4600 [illegible] Street
Hollywood, Florida 33021

Please [illegible] Return To:
ATTY. [illegible] HAYSON
4600 [illegible] Street
Hollywood, Florida 33021

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Mabel H. McMillan
Barbara A. Pierce

Arthur F. Cummins Sr. (Seal)
Arthur F. Cummins, Sr.
Joan W. Cummins (Seal)
Joan W. Cummins
(Seal)
(Seal)

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

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ARTHUR F. CUMMINS, SR., joined by his wife, JOAN W. CUMMINS

to me known to be the person S described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of July 19 84.

Barbara A. Pierce
Notary Public

My commission expires:
Notary Public, State of Florida
My Commission Expires May 27, 1986
Bonded Thru Troy Fain - Insurance, Inc.

REC 11911 PAGE 288

5

This instrument prepared by:
RUSSELL M. HAYSON
PALLOTTO, HAYSON AND MURPHY
3860 Sheridan Street
Hollywood, Florida 33021

94-454837 T#001
09-15-94 03:26PM

Record and Return to:
PALLOTTO, HAYSON AND MURPHY
3860 Sheridan Street
Hollywood, Florida 33021

Cover Page for Death Certificate for ARTHUR F. CUMMINS SR.

Legal Description:

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

BK22614 PG0878

1(8)

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO. 290

1 DECEDENT'S NAME — FIRST: Arthur	MIDDLE: F	LAST: Cummins Sr.	2 SEX: Male
3 DATE OF DEATH (Month, Day, Year): May 10, 1994	4 SOCIAL SECURITY NUMBER: 149-01-3488	5a AGE (Last Birthday) (years): 77	5b UNDER 1 YEAR: Months / Days / Hours / Minutes
6 DATE OF BIRTH (Month, Day, Year): March 15, 1917	7 BIRTHPLACE (City and State or Foreign Country): West New York, New Jersey	8 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No): Yes	
9a PLACE OF DEATH (Check only one; see instructions on other side): HOSPITAL ☒ Inpatient ☐ ER/Outpatient ☐ DOA; OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)		9b INSIDE CITY LIMITS? (Yes or No): yes	
9c FACILITY NAME (If not institution, give street and number): Fishermans Hospital	9d CITY, TOWN, OR LOCATION OF DEATH: Marathon	9e COUNTY OF DEATH: Monroe	
10a DECEDENT'S USUAL OCCUPATION: Self-Employed	10b KIND OF BUSINESS/INDUSTRY: Trucking Co.	11 MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify): Married	12 SURVIVING SPOUSE (If wife, give maiden name): Joan W. Walker
13a RESIDENCE — STATE: Florida	13b COUNTY: Broward	13c CITY, TOWN, OR LOCATION: Hollywood	13d STREET AND NUMBER: 322 Nebraska Street
13e INSIDE CITY LIMITS? (Yes or No): Yes	13f ZIP CODE: 33019	14. WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes — If yes, specify Haitian, Cuban, Mexican, Puerto Rican, etc.): ☐ No ☐ Yes Specify	15 RACE — American Indian, Black, White, etc. Specify: White
16 DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): College (1-4 or 5+): 2			
17 FATHER'S NAME (First, Middle, Last): Arthur L Cummins	18 MOTHER'S NAME (First, Middle, Maiden Surname): Minnie Beck		
19a INFORMANT'S NAME (Type/Print): Mrs. Joan Cummins	19c MAILING ADDRESS (Street and number or Rural Route Number, City or Town, State, Zip Code): 322 Nebraska St. Hollywood, FL 33019		
20a METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)	20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Abco Crematory	20c LOCATION — City or Town, State: Ft.Lauderdale, FL	
21a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Sonia Domosky	21b LICENSE NUMBER (of Licensee): 3325	21c NAME AND ADDRESS OF FACILITY: Panciera Memorial Home 4200 Hollywood Blvd. Hollywood, FL	
22a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) as stated. (Signature and Title): Michael Chaney Jr M.D.		23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title):	
22b DATE SIGNED (Mo., Day, Yr.): May 11, 1994	22c HOUR OF DEATH: (1630) 4:30 P.M.	23b DATE SIGNED (Mo., Day, Yr.)	23c HOUR OF DEATH
22d NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		23d PRONOUNCED DEAD (Mo., Day, Yr.)	23e PRONOUNCED DEAD (Hour)
24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print): David Dayton, MD 5 Marshall Bldg. Mile Marker 30.5,Ocean US 1,Big Pine Key, FL 33043			
25a REGISTRAR — SIGNATURE AND DATE: Joan H. Hassler May 11,1994	25b LOCAL REGISTRAR — SIGNATURE: Suzanne Freschette	25c DATE REGISTERED: May 17, 1994	

PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. ____

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST: b. ____ c. ____ d. ____

CAUSE OF DEATH NOT FILMED PER F.S. 382.008 AND F.S. 382.0256

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I: Chronic liver disease

27a WAS AN AUTOPSY PERFORMED? (Yes or No): No	27b WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? (Yes or No)	27c MEDICAL EXAMINER? (Yes or No): Yes	
29 IF FEMALE, WAS THERE A PREGNANCY IN THE PAST 3 MONTHS? ☐ YES ☐ NO	30a IF SURGERY IS MENTIONED IN PART I or II ENTER CONDITION FOR WHICH IT WAS PERFORMED	30b DATE OF SURGERY (Mo., Day, Year)	
31 PROBABLE MANNER OF DEATH (Specify): Natural, accident, suicide, homicide, or undetermined	32a DATE OF INJURY (Month, Day, Year)	32b TIME OF INJURY	32c INJURY AT WORK? (Yes or No)
32d DESCRIBE HOW INJURY OCCURRED			
32e PLACE OF INJURY — At home, farm, street, factory, etc. (Specify)	32f LOCATION (Street and number or Rural Route Number, City or Town, State)		

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

BK22614 PG0879

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY Suzanne Freschette May 17,1994 State Registrar

WARNING: ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW. DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH LINES AND SECURITY WATERMARK ON BACK AND COLORED BACKGROUND AND GOLD EMBOSSED GREAT SEAL OF THE STATE OF FLORIDA ON FRONT. ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

4622668

HRS FORM 1584A (4-93)

CERTIFICATION OF VITAL RECORD

96-088760 TM002
02-26-96 12:53PM

$ 1298.50
DOCU. STAMPS-DEED

RECVD.BROWARD CTY
B.JACK OSTERHOLT

COUNTY ADMIN.

Prepared by:
DOUGLAS M. DETARDO, ESQ.
4747 Hollywood Boulevard
Hollywood, FL 33021-6503
(954)-987-3400

RECORD & RETURN TO:
WILL CALL - GARY LEWIS
QUALITY CLOSINGS
701 PROMENADE DRIVE, STE 200
PEMBROKE PINES, FL 33026

Parcel ID Number: 1212-01-153
Grantee #1 TIN:
Grantee #2 TIN:

WARRANTY DEED

This Indenture made this 20 day of Feb, 1996 BETWEEN
JOAN W. CUMMINS, the unremarried widow of ARTHUR F. CUMMINS, SR.

of The Danians, Building 600, 600 N.E. 2nd Street, #115, Dania, Florida 32004, GRANTOR, and
DANIEL RIVADENEIRA, a single man

of: 322 Nebraska Street, Hollywood, Florida 33019, GRANTEE,

W I T N E S S E T H , That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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 grantee and grantee's heirs and assigns forever the following described land located in the County of Broward, State of Florida, to-wit:

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida

Subject to taxes for the year 1996, and subsequent years; conditions, restrictions, easements, reservations and limitations of record, if any, and zoning ordinances affecting said property.

BK24530PG0317

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural as context requires

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and

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seal the day and year first above written.

Signed, sealed and delivered in
our presence:

Joan W. Cummins (SEAL)
JOAN W. CUMMINS

Print Name: DOUGLAS M. DETARDO

Susan G. Spee
Print Name: Susan G. Spee

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16 day of February, 1996, by JOAN W. CUMMINS, the unremarried widow of ARTHUR F. CUMMINS, SR., who is personally known to me or who has produced FLA DRIVERS LIC as identification and who did not take an oath.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DOUGLAS M. DETARDO
MY COMMISSION # CC 361042
EXPIRES: April 25, 1998
Bonded Thru Notary Public Underwriters

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

BK24530PG0318

INSTR # 99251078
OR BK 29452 PG 1500
RECORDED 05/13/99 11:51 AM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DOC TAX PD(F.S.201.02) 1,435.00
DEPUTY CLERK 1067

Prepared by and return to:

Law Offices of Ulysses Terry, Jr.
8333 West McNab Road
Suite 203
Tamarac, FL 33321

ULYSSES TERRY JR

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Warranty Deed

This Warranty Deed made this 4TH day of MAY, 1999 between
Daniel Rivadeneira, a married man
whose post office address is
830 N.W. 106 Terrace, Pembroke Pines, Florida 33026
grantor, and
Edward Babik, a single man
whose post office address is
325 S.E. 2nd Street, Hallandale, Florida 33009
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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

Lot 17, in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel Identification Number: 51-42-12-01-1530

GRANTOR AVERS THAT THIS IS NOT HIS HOMESTEAD PROPERTY, AND THAT HIS HOMESTEAD PROPERTY IS LOCATED AT: 830 N.W. 106TH TERRACE, PEMBROKE PINES, FL 33026

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1998.

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:

Witness Name: N. Jennifer Abdool

Daniel Rivadeneira (Seal)

Witness Name: SHARON WALKER

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4TH day of MAY, 1999 by Daniel Rivadeneira, who ~~is personally known to me or~~ has produced a Driver's License as identification.
FL DL # R135 160 58 288-0

[Notary Seal]

SHARON WALKER
MY COMMISSION # CC522858
EXPIRES: JAN. 07, 2000
Bonded Thru Notary Public Underwriters
Expires Jan. 07, 2000

Notary Public
Printed Name: SHARON WALKER

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INSTR # 99310647
OR BK 29529 PG 0272
RECORDED 06/08/99 11:03 AM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DOC TAX PD(F.S.201.02) 1,610.00
DEPUTY CLERK 1038

Prepared by and return to:
Sharon J. Walker
A1 Title Insurance Group, Inc.,
901 South State Road 7 Suite 280
Hollywood, Florida 33023
954-964-3020
File No.: **99-016B**
Will Call No.:

Grantee S.S. No. **261-95-7629**
Parcel Identification No. **1212-01-1530**

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **12th** day of **May, 1999 Between**

Edward Babik, a single man whose post office address is
325 S.E. 2nd Street, Hallandale, Florida 33009 of the County of **Broward**, State of **Florida**, grantor*, and

Errol Kalipersad, a single man whose post office address is
322 Nebraska Street, Hollywood, FL 33019 of the County of **Broward**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

Lot 17, Block 10, of Hollywood Beach First Addition, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Sharon Walker
Witness Name: SHARON WALKER

Edward Babik (Seal)
Edward Babik

Marjorie Fletcher
Witness Name: MARJORIE FLETCHER

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of May, 1999 by Edward Babik, who is ~~personally known to me or~~ has produced a Driver's License as identification FL DL # B120-230-42-335-0

[Notary Seal]

SHARON WALKER
My Commission CC622658
Expires Jan. 07, 2000

Sharon Walker
Notary Public
Printed Name: Sharon Walker
My Commission Expires: 1/7/00

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Prepared by and Return to:
JENNIFER FRANCIS
COUNTYLINE TITLE GROUP, INC.
6030 HOLLYWOOD BLVD., #110
HOLLYWOOD, FLORIDA 33024
SS# - GRANTEE 1: - -
File No.: 7011320

INSTR # 101047997
OR BK 31621 PG 0633
RECORDED 05/22/2001 07:38 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 1,890.00
DEPUTY CLERK 1006

WARRANTY DEED

THIS INDENTURE, made this 3rd day of May, A.D. 2001 between

ERROL KALIPERSAD, a single man

as Grantor*, whose address is: 3690 N. 56TH AVENUE, #923, HOLLYWOOD, FLORIDA 33021 and

HAMID P. LAKHANI and PARVEEN H. LAKHANI, his wife

as Grantee*, whose address is: 322 NEBRASKA STREET, HOLLYWOOD, FLORIDA 33019

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of BROWARD, State of Florida, to-wit:

Lot 17, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, a subdivision according to the plat or map thereof described in Plat Book 1, at page(s) 31, of the Public Records of BROWARD County, Florida.

Property Tax ID Number: 11212-01-15300

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for 2001 and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses:

(WITNESS 1) _____
PRINT OR TYPE NAME: SALLY CAMPAT

(WITNESS 2) _____
PRINT OR TYPE NAME: JENIFFER ASDOOL

_____
ERROL KALIPERSAD

_____

State of FLORIDA
County of

The foregoing instrument was acknowledged before me on this 3rd day of May, 2001 by ERROL KALIPERSAD, a single man, who is known to me or who has produced _____ as identification and did ____ take an oath.

My Commission Expires: (SEAL)

_____
NOTARY PUBLIC
PRINT OR TYPE NAME:

Abul Mohammed
Commission # CC 859467
Expires Aug. 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

AMS-WD-PLAIN
Rev. 12/16/94

701-1320 Lakhani

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Ellen Kracoff, Esq.
Lourdes M. Cline, P.A.
8220 State Road 84, Suite 302
33324

Property Appraisers Parcel Identification (Folio) Numbers:
11212-01-15300
Grantee SS #:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **25th** day of **November, A.D. 2003** by **Hamid P. Lakhani and Parveen H. Lakhani, his wife,** herein called the grantors, to **Maria Olivera, a married woman** whose post office address is , hereinafter called the Grantee:

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

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Broward County, State of Florida, viz:

Lot 17, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, a subdivision according to the Plat or map thereof described in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year 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 grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Ellen Kracoff
Witness #1 Printed Name

Witness #2 Signature

Mary C. Gonzalez
Witness #2 Printed Name

L.S.
Hamid P. Lakhani

L.S.
Parveen H. Lakhani

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this **25th** day of **November, 2003** by **Hamid P. Lakhani and Parveen H. Lakhani, his wife** who are personally known to me or have produced Florida Drivers' Licenses as identification.

SEAL

My Commission Expires:
File # 931331

OFFICIAL NOTARY SEAL
ELLEN KRACOFF
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD136391
MY COMMISSION EXP. AUG. 4,2006

Notary Signature

Printed Notary Signature

(1)

Return To:

FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

This document was prepared by:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711

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MORTGAGE

LOAN NO.: 5238872271
ESCROW NO.: 06-415RN

MIN 100039252388722712
MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 20, 2006, together with all Riders to this document.
(B) "Borrower" is
MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Initials:

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Lender is a CORPORATION
organized and existing under the laws of ARIZONA
Lender's address is
603 NORTH WILMOT ROAD, TUCSON, AZ 85711
(E) "Note" means the promissory note signed by Borrower and dated APRIL 20, 2006
The Note states that Borrower owes Lender
FOUR HUNDRED FIFTEEN THOUSAND AND NO/100 XXXXXXXXXXXXXXXXXXXXXX Dollars
(U.S. $ 415,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2046
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[XX] Adjustable Rate Rider	[ ] Condominium Rider	[XX] 1-4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider
[ ] Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY
[Type of Recording Jurisdiction] of BROWARD [Name of Recording Jurisdiction]:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel ID Number: 11212-01-15300 which currently has the address of
322 NEBRASKA STREET [Street]
HOLLYWOOD [City], Florida 33019 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

_____ -Witness

_____ -Witness

MARIA OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

LUIS OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

(Property Address)
322 NEBRASKA STREET
HOLLYWOOD, FL 33019

(Mailing Address)
4900 SW 36 CT
HOLLYWOOD, FL 33023

STATE OF FLORIDA County ss: BROWARD

The foregoing instrument was acknowledged before me this 20th DAY OF APRIL 2006 by MARIA OLIVERA AND LUIS OLIVERA, HUSBAND AND WIFE,

who is personally known to me or who has produced A DRIVER'S LICENSE as identification.

MISAEL CRESPO
MY COMMISSION #DD338482
EXPIRES: JUL 18, 2008
Bonded through 1st State Insurance

Notary Public MISAEL CRESPO

1-4 FAMILY RIDER
(Assignment of Rents)

LOAN NO.: 5238872271

MIN: 100039252388722712
MERS Phone: 1-888-679-6377

THIS 1-4 FAMILY RIDER is made this 20th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

322 NEBRASKA STREET, HOLLYWOOD, FL 33019
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

Initials:

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

MARIA OLIVERA _____(Seal) -Borrower _____(Seal) -Borrower

LUIS OLIVERA _____(Seal) -Borrower _____(Seal) -Borrower

_____(Seal) -Borrower _____(Seal) -Borrower

_____(Seal) -Borrower _____(Seal) -Borrower

ADJUSTABLE RATE RIDER
(MTA-Twelve Month Average Index - Payment Caps)

LOAN NO.: 5238872271

MIN: 100039252388722712
MERS Phone: 1-888-679-6377

THIS ADJUSTABLE RATE RIDER is made this 20th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

322 NEBRASKA STREET, HOLLYWOOD, FL 33019

[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST
(A) Interest Rate
Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates
The interest rate I will pay may change on the 1st day of JUNE, 2006, and on that day every month thereafter. Each date on which my interest rate could change is

Initials:

called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 450/1000THS percentage point(s) 3.450 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on JUNE, 2006 . I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 01, 2046 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION 603 NORTH WILMOT ROAD, TUCSON, AZ 85711
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. $ 1,256.73 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of JUNE, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN AND 000/1000THS percent (115.000 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) **Interest Only Payment**: the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment**: the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment**: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

MARIA OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

LUIS OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

Prepared by:
Ben-Ezra & Katz, P.A.
2901 Stirling Road, Suite 300
Fort Lauderdale, Florida 33312
(305) 770-4100

ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, "Assignor" whose address is P.O. Box 2026, Flint, MI 48501-2026, in consideration for the sum of Ten Dollars and 00/100 cents, and other valuable considerations received from or on behalf of:

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATE FOR WMALT SERIES 2006-AR5, "Assignee" whose address is 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, did grant, bargain, sell, assign, transfer and set over unto the Assignee a certain mortgage bearing the date of April 20, 2006 by MARIA OLIVERA in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION and recorded in Official Record Book 41953; Page 1932 of the Public Records of Broward County, Florida upon the following land in said county:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Together with the note or obligation described in said mortgage and the moneys due and to become due thereon, with interest.

TO HAVE AND TO HOLD the same unto the Assignee, heirs, legal representatives, successors and assignes forever.

IN WITNESS WHEREOF the assignor has caused signed (and sealed, as applicable) this Assignment of Mortgage, which assignment was effective on or before July 16, 2009.

Witnesses: Assignor(s)

witness signature

printed name

witness signature

printed name

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION

by: _____

printed name: Laura Hescott

Its: Vice President

Corporate Seal:

STATE OF Minnesota

COUNTY OF Dakota

The foregoing instrument was acknowledged before me this 29 day of Jan, 2010 by Laura Hescott as Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION on behalf of the assignor. S/he is personally known to me or has produced personal knowledge as identification.

Notary Public

MARK BISCHOF
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2013

File #74650 | bli
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Prepared by: Blondine Lilavois
Ben-Ezra & Katz, P.A.
2901 Stirling Road, Suite 300
Fort Lauderdale, Florida 33312
(305) 770-4100

ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION, "Assignor" whose address is 605 North Wilmot Road, Tucson, AZ 85711, in consideration for the sum of Ten Dollars and 00/100 cents, and other valuable considerations received from or on behalf of:

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATE FOR WMALT SERIES 2006-AR5, "Assignee" whose address is 2210 ENTERPRISE DRIVE FLORENCE, SC 29501, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, did grant, bargain, sell, assign, transfer and set over unto the Assignee a certain mortgage bearing the date of April 20, 2006 by MARIA OLIVERA in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION and recorded in Official Record Book41953; Page 1932 of the Public Records of Broward County, Florida upon the following land in said county:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Together with the note or obligation described in said mortgage and the moneys due and to become due thereon, with interest.

TO HAVE AND TO HOLD the same unto the Assignee, heirs, legal representatives, successors and assignes forever.

IN WITNESS WHEREOF the assignor has caused signed (and sealed, as applicable) this Assignment of Mortgage, which assignment was effective on or before July 16, 2009.

Witnesses: Assignor(s)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION

witness signature
Nura Nadarevic
printed name

by: Barbara Hindman

printed name: Barbara Hindman
Its: Vice President

witness signature
Nina C. Munoz
printed name

Corporate Seal:

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2009 by Barbara Hindman as Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION on behalf of the assignor. S/he is personally known to me or has produced _____ as identification.

Rose Hunter
Notary Public

File #74650 | bl
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ROSE HUNTER
Notary Public - State of Florida
My Comm. Expires Feb 1, 2013
Commission # DD 856313

1

20 **WHEN RECORDED RETURN TO**
RICHMOND MONROE GROUP/BBLN MOD
82 JIM LINEGAR LN
BRANSON WEST, MO 65737
Ref#: 0005320000003629

Prepared By:
Select Portfolio Servicing, Inc.
3217 S Decker Lake Dr
Salt Lake City, UT 84119
Sabrina Martinez
(888)818-6032

Investor Loan # 601803967

Space Above for Recorder's Use

MODIFICATION AGREEMENT

Borrower ("I"):

Original Borrower Vesting: MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: APRIL 20, 2006
Original Loan Amount: $415,000.00
Recorded 05/04/2006, Instrument No., 106038193 book 41953 and page 1932
Recorded in the Official Records of BROWARD County, FL

Assignment to be Recorded Simultaneously

Lender or Servicers ("Lender"):

U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-AR5

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20 105495 291 00000

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):
APRIL 20, 2006

Recorded in the Official Records of BROWARD County, FL
As Instrument No., 106038193 book 41953 and page 1932

Loan Number: 0015447030

Property Address:
322 NEBRASKA ST
HOLLYWOOD, FL 33019

LEGAL DESCRIPTION; ATTACHED HERETO AND MADE A PART HERE OF, AS EXHIBIT 'A' The within described premises are or are to be improved by a one or two family residence or dwelling only.

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LIEN MODIFICATION AGREEMENT

This Lien Modification Agreement ("Agreement") is effective January 1, 2020, between MARIA OLIVERA, ("Property Owner") and Select Portfolio Servicing, Inc., acting on behalf of the lien holder, ("Lien Holder"). If Property Owner's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the lien documents dated April 20, 2006, securing the original principal sum of $415,000.00 ("Lien Documents"), which encumber the real and personal property described in the Lien Documents (defined in the Lien Documents as the "Property"), known as

322 NEBRASKA ST
HOLLYWOOD, FL 33019

Lien Holder acknowledges that the mortgage loan related to the Property has been discharged. Even though the Property Owner's personal liability on the note is discharged, the terms of the Lien Documents remain in effect. Lien Holder continues to have an enforceable lien on the Property. This lien modification agreement does not constitute a reaffirmation of debt under United States Code Title 11.

1. Property Owner Representations and Covenants. Property Owner certifies, represents, covenants, and agrees as follows:

   a. Property Owner is experiencing a financial hardship, and as a result, (i) is in default under the Lien Documents or default is imminent, and (ii) Property Owner does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.

   b. There has been no impermissible change in the ownership of the Property since Property Owner signed the Lien Documents.

   c. If requested by Lien Holder, Property Owner has provided documentation for all income that they receive.

   d. All documents and information Property Owner has provided to Lien Holder in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.

   e. Property Owner has made or will make all payments required under a trial modification plan or lien workout plan, if applicable.

   f. The property is neither in a state of disrepair, nor condemned.

2. The Modification. If Property Owner's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Lien Documents will automatically become modified on January 1, 2020 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Property Owner understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on February 1, 2020.

   a. The Maturity Date will be: April 1, 2046.

   b. The modified principal balance to satisfy the Lien will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, Unpaid Amounts) less any amounts paid to the Lien Holder but not previously credited to the account associated with the Lien Documents. The new principal balance to satisfy the Lien will be $762,103.60 (the "New Principal Balance"). Property Owner understands that by agreeing to add the Unpaid Amounts to the outstanding balance to satisfy the Lien, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Property Owner also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding balance to satisfy the Lien, which would not happen without this Agreement.

   c. $117,282.01 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and will be treated as a non-interest bearing principal forbearance. Property Owner will not pay interest or make monthly payments on the Deferred Principal Balance. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is $644,821.59. Interest at the rate of 3.750% will begin to accrue on the Interest Bearing Principal Balance as of January 1, 2020 and the first new monthly payment on the Interest Bearing Principal Balance will be due on February 1, 2020. The payment schedule for the modified Lien Documents is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-315	3.750%	N/A	$2,595.57	$1,516.97, which may adjust periodically	$4,112.54, which may adjust periodically	February 1, 2020	315
A final balloon payment on the Interest Bearing Principal Balance of $334,220.68 is due on the Maturity Date.							

The Deferred Principal Balance of $117,282.01 will be due as a balloon payment on the earlier of, payoff of the Interest Bearing Principal Balance, transfer of the property or on the Modified Maturity Date. The above terms in this Section 2.c shall supersede any provisions to the contrary in the Lien Documents, including but not limited to, provisions for an adjustable or step interest rate.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

The above terms in this Section 2.c shall supersede any provisions to the contrary in the Lien Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of the New Principal Balance has been paid. Property Owner will pay interest at a yearly rate of 3.750%.

Property Owner understands that, if they have a pay option adjustable rate account, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified Lien will be the minimum payment that will be due each month for the remaining term of the Lien. The modified Lien will not have a negative amortization feature that would allow Property Owner to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of $334,220.68 on the date your lien matures on April 1, 2046. The amount outstanding at maturity is in addition to your monthly scheduled payment and the principal forbearance of $117,282.01 that you received as part of your modification.

d. Property Owner has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of $1,516.97. Property Owner's total monthly payment of principal, interest and escrow will therefore be equal to $4,112.54. Property Owner acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Property Owner will be notified of any changes.

3. Other Agreements. Property Owner and Lien Holder also agree to the following:

a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Property Owner previously entered into with Lien Holder.

b. The Lien Documents, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

c. All terms of the Lien Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the terms contained in the Lien Documents.

d. All covenants, agreements, and requirements of the Lien Documents, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments under the Lien Documents remain in full force and effect.

e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Lien Documents as amended by this Agreement, within ten (10) days after receipt of the Lien Holder's request, Property Owner will execute, acknowledge, initial, and deliver to the Lien Holder any documentation the Lien Holder deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Property Owner fails to do so, Property Owner will be liable for any and all loss or damage which the Lien Holder reasonably sustains as a result of Property Owner's failure. At Lien Holder's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Property Owner elects not to sign any such corrective documentation, the terms of the original Lien Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Property Owner will not be eligible for a modification.

f. The mortgage insurance premiums, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Property Owner may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

g. As of the Modification Effective Date, notwithstanding any other provision of the Lien Documents, Property Owner agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lien Holder's prior written consent, the Lien Holder may, at its option, require immediate payment in full of all sums secured by the Lien Documents. However, the Lien Holder shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lien Holder exercises this option, the Lien Holder shall give Property Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which all sums secured by the Lien Documents must be paid. If these sums are not paid prior to the expiration of this period, the Lien Holder may invoke any remedies permitted by the Lien Documents without further notice or demand on Property Owner.

h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Mortgage. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.

i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.

j. If Property Owner is in bankruptcy upon execution of this document, Property Owner will cooperate fully with Lien Holder in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Property Owner understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Lien Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.

k. In agreeing to the changes to the Lien Documents as reflected in this Agreement, Lien Holder has relied upon the truth and accuracy of all of the representations made by Property Owner, both in this Agreement and in any documentation provided by or on behalf of Property Owner in connection with this Agreement. If Lien Holder subsequently determines that such representations or documentation were not truthful or accurate, Lien Holder may, at its option, rescind this Agreement and reinstate the original terms of the Lien Documents as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

MARIA OLIVERA - Borrower

Date 1/14/2020

BORROWER ACKNOWLEDGEMENT

State of: FL
County: BROWARD

On the 14 day of January 2020 (Year), before me the undersigned, personally appeared

MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND

Personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NURMIS SOCARRAS
Notary Public - State of Florida
Commission # GG 241708
My Comm. Expires Nov 17, 2022
Bonded through National Notary Assn.

Notary Public (Seal)

DIGIMAIL JAN 28 2020

Select Portfolio Servicing, Inc., Attorney in Fact for U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-AR5

By: Adilene Delgado Date: FEB 18 2020

Adilene Delgado Doc. Control Officer

STATE OF UTAH * Document Control Officer * Personally Known COUNTY OF SALT LAKE

On FEB 18 2020 before me, Amy Norton a Notary Public, personally appeared Adilene Delgado * **, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/hers/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument .

Witness my hand and official seal.

(Notary Name): Amy Norton

My commission expires: FEB 15 2021

(Seal)

Amy Norton Notary Public

AMY NORTON
Notary Public State of Utah
Comm. Exp.: Feb. 15, 2021
Comm. Number: 693626

Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF BROWARD:

LOT 17 BLOCK 10 OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance for National Flood Insurance Program Participating Communities

Customer Name:
MARIA OLIVERA
4900 SW 36TH CT
HOLLYWOOD, FL 33023

Dear Homeowner(s):

Select Portfolio Servicing, Inc. (SPS) is giving you this notice to inform you that:

The building or mobile home securing the loan for which you applied is or will be located in an area with special flood hazards.

The area has been identified by the Administrator of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: 125113. This area has a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

- The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.
- At a minimum, flood insurance coverage purchased must be in an amount equal to the lesser of:
  1. The outstanding principal balance of all loans secured by the property (for home equity line(s) of credit, the full value of the credit line(s)); or
  2. The full insurable value of the buildings on the property and their contents if also taken as collateral; or
  3. The maximum amount of coverage available under the NFIP policy covering the type of building or collateral.

Flood insurance coverage under the NFIP is limited to the building or mobile home and any personal property that secures your loan and not the land itself.

- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.
- Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.

Limitations: If the property is located in a community that participates in the NFIP but the property is also located in a Coastal Barrier Resource System (CBRS) or Otherwise Protected Area (OPA), NFIP coverage may not be available. Refer to the Standard Flood Hazard Determination Form or contact your licensed flood insurance professional to see if your property is in a CBRS or OPA, and if so, whether coverage under the NFIP or under a non-NFIP policy issued by a private insurance company is available.

Availability of Private Flood Insurance Coverage

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance that provides the same level of coverage as a standard flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

Escrow Requirement for Residential Loans

Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payments for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.

Acknowledgement by Borrower(s)

Borrower(s) agrees to furnish, at Borrower(s) expense, a flood insurance policy satisfying Lender's requirements on or before closing of the above referenced loan and maintain same thereafter. Delivery of these notices is hereby acknowledged.

Borrower Signature Maria Olivera MARIA OLIVERA Date 1/14/2020

Borrower Signature _____ Date _____

Filing # 116021297 E-Filed 11/02/2020 06:42:48 PM

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. COWE20002933 DIVISION 80 JUDGE Olga Gonzalez levine

Progressive Select Insurance Company
Plaintiff(s) / Petitioner(s)
v.
Virgin Maria Oliveras
Defendant(s) / Respondent(s)
_____/

DEFAULT FINAL JUDGMENT

THIS ACTION was considered pursuant to a Default entered by this Court against Defendant, VIRGIN MARIA OLIVERA a/k/a MARIA OLIVERA, for failure to appear at the Pretrial Hearing on September 30, 2020, and upon review of the court file and otherwise being advised in the premises,

IT IS ORDERED AND ADJUDGED that Plaintiff, PROGRESSIVE SELECT INSURANCE COMPANY, P.O. Box 89480, Cleveland, OH 44101, recover from Defendant, VIRGIN MARIA OLIVERA a/k/a MARIA OLIVERA, whose last known address is 682 Mourning Dove Drive, Sarasota, FL 34236, and whose Social Security Number i[redacted] for damages in the amount of $2,500.00, costs in the amount of $547.85, and interest in the amount of $654.28, for the sum of $3,702.13, which shall bear interest at the rate of 5.37% a year, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED, pursuant to Fla. Sm. Cl. R. 7.221, that the judgment debtor(s) shall complete under oath Fla. Sm. Cl. R. Form 7.343 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor=s attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this Default Final Judgment, unless the Default Final Judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete Form 7.343, including all required attachments, and serve it on the judgment

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of July, 2021 County Administrator.
By: Broward County Deputy Clerk
669f2379-f1df-4af7-9f6e-c5c088957012 Page 1 of 2

creditor=s attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.
DONE and **ORDERED** in Chambers, at Broward County, Florida on 11-02-2020.

COWE20002933 11-02-2020 1:10 PM
Hon. Olga Gonzalez levine
COUNTY JUDGE
Electronically Signed by Olga Gonzalez levine

Copies Furnished To:
Steven J Jacobson , E-mail : sjjlaw@bellsouth.net
VIRGIN MARIA OLIVERA , Address : 682 MOURNING DOVE DR., SARASOTA, FL 34236

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of July, 2021 County Administrator.
By: Broward County Deputy Clerk
669f2379-f1df-4af7-9f6e-c5c088957012 Page 2 of 2

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of Section Twelve (12) in Township Fifty one (51) South of Range Forty Two (42) East, described as follows, to wit: Starting from the SW corner of Section Twelve (12) run easterly upon and along southern section line of Section Twelve (12) Five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Cab Canal, thence run northerly upon and along the East bank of the F.C.L.C.&T. Cab Canal Two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section Twelve (12), thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section Twelve (12), thence run westerly upon and along of the South section line of Section Twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Cab Canal.

I, the undersigned, hereby certify that the within plat shown the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief.

By Frank Chapley, Engineer
License No. E72

State of Florida
Broward County } SS

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section Twelve (12) in Township Fifty one (51) South of Range Forty Two (42) East and that the said Corporation hereby specifically reserves to itself the fee to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat.

Homeseeker's Realty Company

By President Joseph W. Young

Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

I Mary Murray a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth.

Witness my hand and Notorial Seal at Miami in said County and State this 12th day of February A.D. 1923.

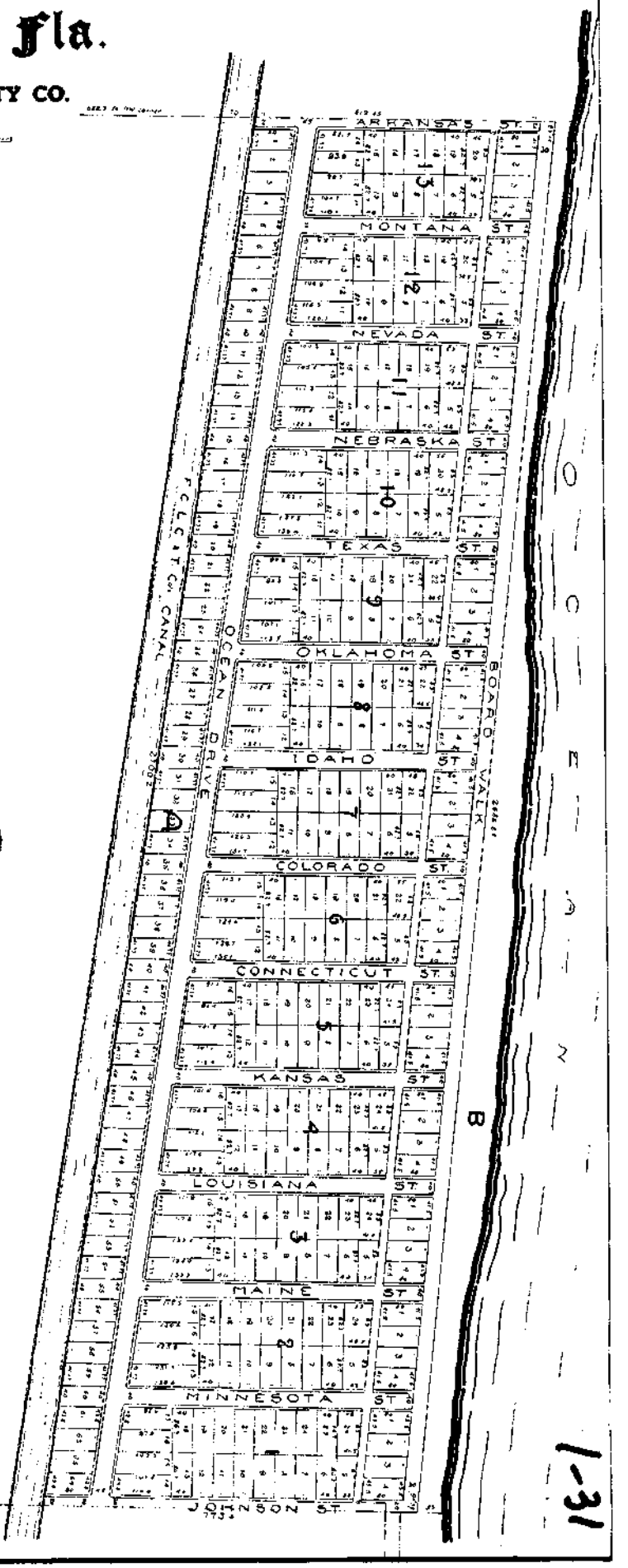
My Commission expires on the 1st day of July 1926

Mary Murray
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31 of PUBLIC RECORDS in the Circuit Court seal in the City of Fort Lauderdale this 21 day of May 1957
CLAY ELLIS, Clerk Circuit Court
By [illegible] D.C.



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78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
Petition No. 21-2-71
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Bettye Wright
City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:24

RE 7480 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P.O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

28.00

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B", and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

BK 7489 PG 392

inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OR 7489 PAGE 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

RE 7489 PG 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

RE 7489 PAGE 306

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BB-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

BK 7489 PG 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
G. L. DAVID, CITY ATTORNEY
Post Office Box 2207
HOLLYWOOD, FLORIDA 33022

REC 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Date DEC 8 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentance, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

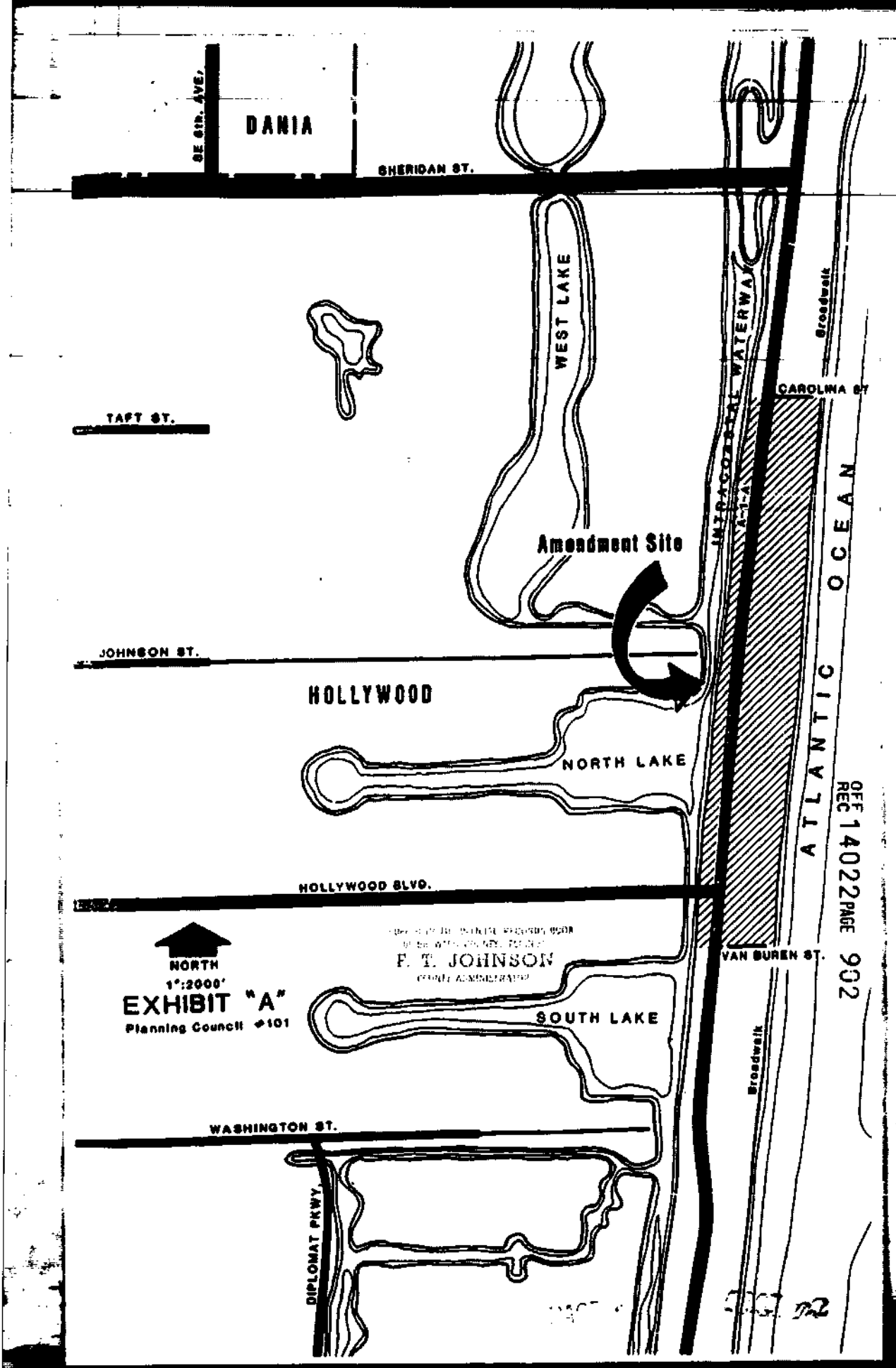
OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By [signature] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10 10

OFF REC 14022 PAGE 900

DEC 8 1986

Division of Office of Planning

Return to Mailroom

13 00 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 20th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

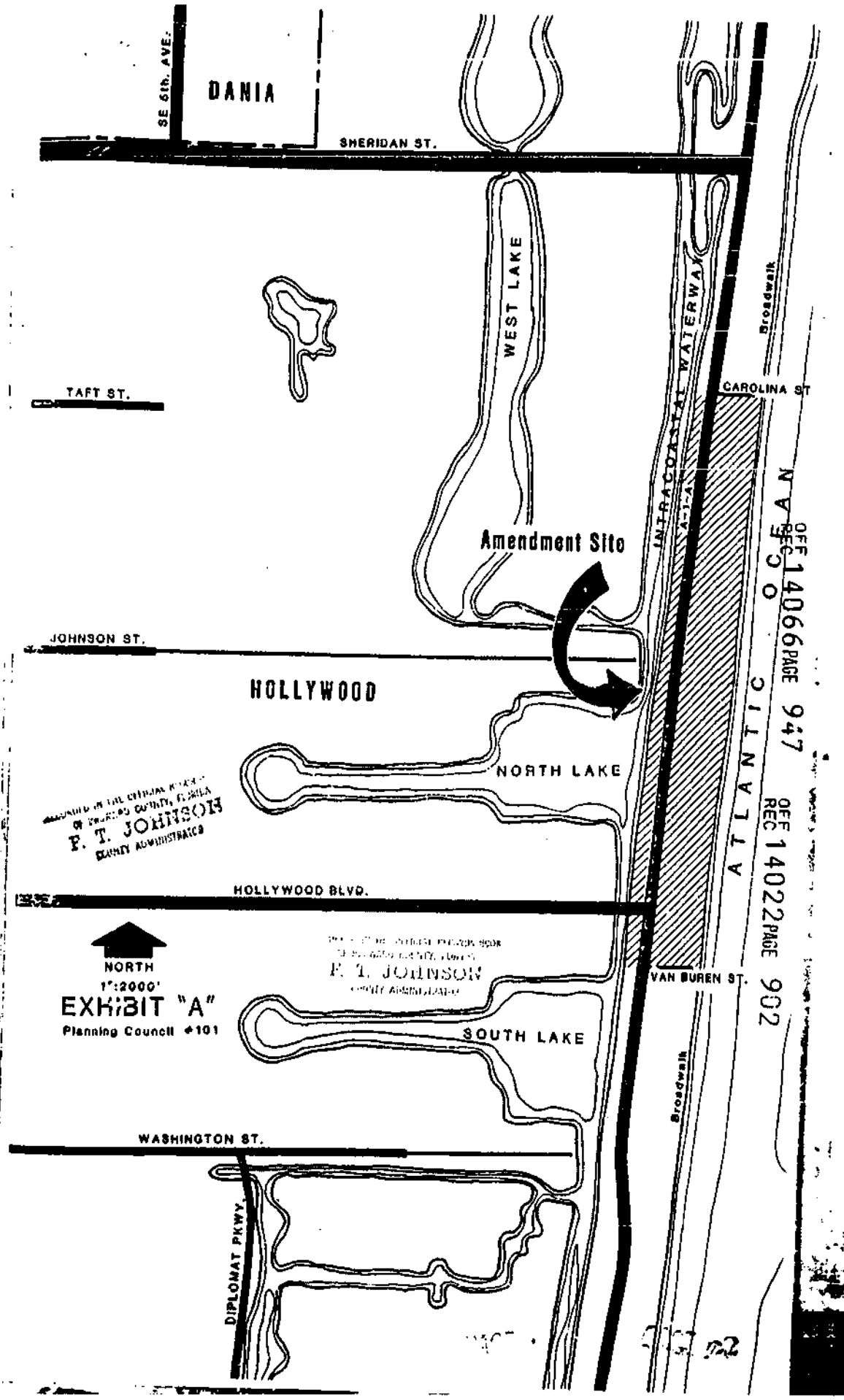
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



F. T. JOHNSON
COUNTY ADMINISTRATOR
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-284533 T#001
05-14-98 11:56AM

#43

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. Ocean Dr. Hlywd Fl. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

Silver Spray Motel Inc.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22,2001

1

DISTRIBUTED ITEM
Return Document To
Street Operations

32

Return To: Norman Vilet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK28220PG0750

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH DE MAY, 199[illegible], by DENISE GREENER as PRE of _____. He/she is personally known to me or has produced _____ as identification.

CONCHITA TORTERAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 28,2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK28220PG0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.

2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a distance of 12.00 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
Dg

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

BK18220PG0752

EXHIBIT 'A'

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 19984
EXPIRES AUG 26 2008
BONDED THROUGH
ADVANTAGE NOTARY

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

11/12/02 #19 2pm
Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

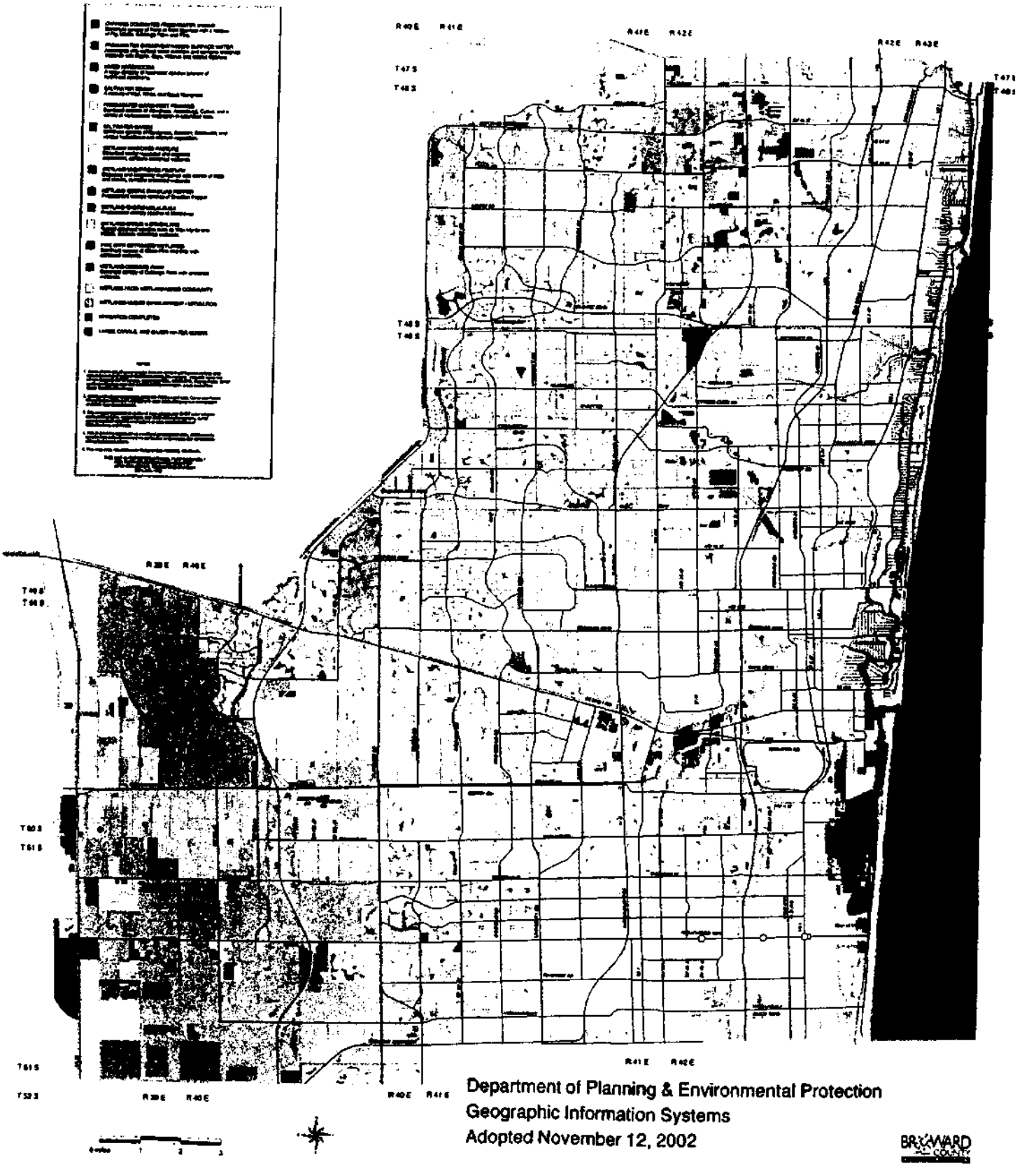
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

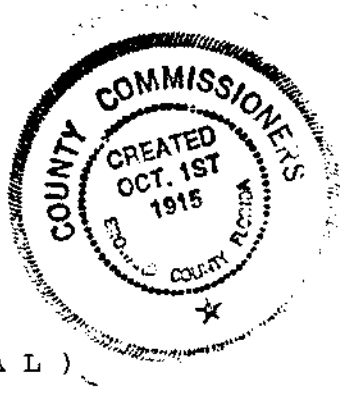
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD

RESOLUTION NO. 06-H-107

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR PROPERTIES LOCATED SOUTH OF SHERMAN STREET, NORTH OF JEFFERSON STREET, EAST OF THE INTRACOASTAL WATERWAY AND WEST OF THE HOLLYWOOD BEACH BROADWALK AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of individual Historic Sites may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager as Applicant (File Number 06-H-107), requests the designation of the properties more specifically described in the attached Exhibit "A" as individual Historic Sites; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare Designation Reports for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Board excluded the following properties from the Designation Report: 313 Hayes Street and 511 North Surf Road; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

3

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated site pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare Designation Reports for consideration by the Board of the properties more specifically described in the attached Exhibit "A".

Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

PASSED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2006.

RENDERED THIS THE 10 DAY OF January, 2007.

L Friend

LOUIS FRIEND, VICE-CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only

Denise Manos

DENISE MANOS,
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

309 Arizona Street
317 Arizona Street
312 Arthur Street
1214 N. Broadwalk
301 Buchanan Street
319 Carolina Street
311 Connecticut Street
299 Connecticut Street
309 Crocus Terrace
312 Fillmore Street
323 Fillmore Street
340 Garfield Street
320 Georgia Street
324 Georgia Street
330 Georgia Street
325 Grant Street
334 Grant Street
310 Harrison Street
314 Harrison Street
***
321 Hayes Street
330 Hayes Street
324 Indiana Street
301 Jackson Street
340 Jackson Street
311 Lee Street
300 Madison Street
309 Madison Street
329 Madison Street
337 Monroe Street
345 Monroe Street
311 Nebraska Street
322-324 Nebraska Street
101 N. Ocean Drive
809 S. Ocean Drive
1900 N. Ocean Drive
1908 N. Ocean Drive
2200 N. Ocean Drive
2309 N. Ocean Drive
326-328 Oklahoma Street
330 Oklahoma Street
333 Oklahoma Street
301 Oregon Street
316 Oregon Street
322 Oregon Street
317 Polk Street
320 Polk Street
328 Polk Street
321 Roosevelt Street
323 Roosevelt Street
300 S. Surf Road
500 N. Surf Road
***
604 S. Surf Road
811 S. Surf Road
900 N. Surf Road
1401/1451 S. Surf Road
1500 S. Surf Road
1601 S. Surf Road
1700 S. Surf Road
1900 S. Surf Road
2101 S. Surf Road
2104 N. Surf Road
2208 N. Surf Road
2307 N. Surf Road
2325 N. Surf Road
2400 N. Surf Road
2500 N. Surf Road
2700 N. Surf Road
2750 N. Surf Road
2760 N. Surf Road
2780 N. Surf Road
331 Taylor Street
338 Taylor Street
319 Tyler Street
330 Virginia Street

Contract # 311

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 10th day of November, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and Maria Olivera (Property Owner"), owner of the property located at 322-324 Nebraska Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up

to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Maria Olivera, property owner, this 10th day of November, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

Property Owner

BY: Maria Olivera
Maria Olivera
FL D271 0416-544-50-598-0
exp. 03/16/

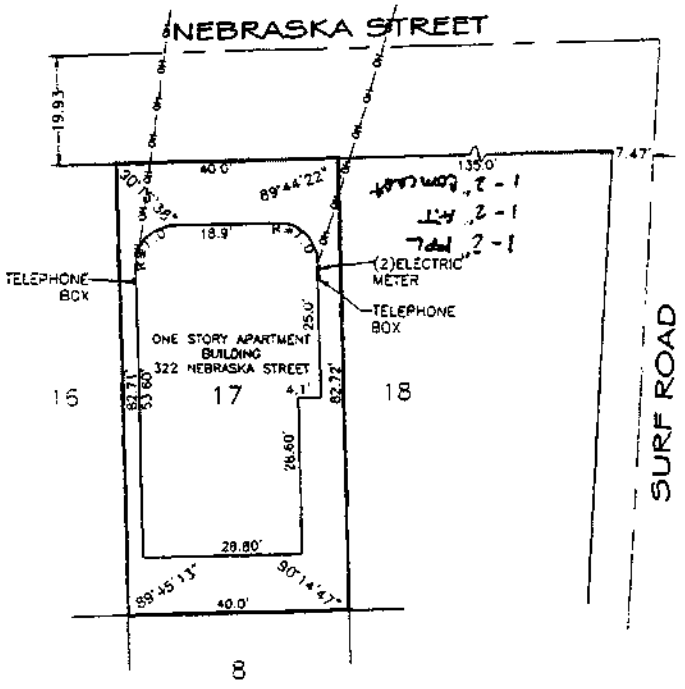
NOTARY

LUZ MARINA FERNANDEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF140980
Expires 7/10/2018

311

DESCRIPTION:

LOT 17, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES:
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY REPAIRING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF NEVADA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB # [illegible] DATE [illegible]
SCALE 1"= 20' FILE No.
DRAWN BY: DJ CHECKED BY: [illegible]

STEPHEN A. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4974

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7000
LICENSED BUSINESS NO. 7018

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 16 and 17, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Julia 2 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1380

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Ranson B. Young a/k/a Ransom B. Young and Diane Young, his wife, to Peter Paglio and Guido Panichi, dated April 15, 1957, filed April 19, 1957, and recorded in Official Records Book 904, Page 589.**

2. **Warranty Deed from Guido Panichi and Elizabeth Panichi, his wife, to Biagio La Rocca, dated February 12, 1978, filed March 1, 1978, and recorded in Official Records Book 7446, Page 392.**

3. **Warranty Deed from Biagio La Rocca, a married man, to Peter Paglio, dated August 15, 1978, filed September 14, 1978, and recorded in Official Records Book 7765, Page 984.**

4. **Quit Claim Deed from Peter Paglio, a single man, to Peter Paglio, Trustee, dated July 16, 1981, filed January 18, 1984, and recorded in Official Records Book 11415, Page 117.**

5. **Certificate of Death for Peter Paglio filed February 7, 1995, and recorded in Official Records Book 23118, Page 739; Final Certificate for Inheritance and Estate Tax filed February 7, 1995, and recorded in Official Records Book 23118, Page 740.**

6. **Personal representative's Distributive Deed from John Paglio, the duly qualified and acting Personal Representative of the Estate of Peter Paglio, to John Paglio, Orlando Paglio, and Rosalie Paterniti, Successor Trustees of the Peter Paglio Declaration of Trust, dated January 26, 1995, filed February 7, 1995, and recorded in Official Records Book 23118, Page 741.**

7. **Trustees Deed from Orlando J. Paglio and Rosalie Paterniti, Successor Co-Trustees of the Declaration of Trust of Peter Paglio, to Leonard Kock and Lois Kock, husband and wife, and Randy Kock, single, dated December 22, 1997, filed January 6, 1998, and recorded in Official Records Book 27501, Page 220.**

8. **Warranty Deed from Leonard Kock and Lois Kock, husband and wife, and Randy Kock, a single man, to M-N-M Properties, Inc., a corporation existing under the laws of the State of Florida, dated July 29, 2001, filed August 14, 2001, and recorded in Official Records Book 31978, Page 1310, re-recorded October 26, 2001, in Official Records Book 32282, Page 1264.**

9. **Warranty Deed from M-N-M Properties, Inc., a corporation existing under the laws of the State of Florida, to P.F. Enterprises, LLC, a Florida Limited Liability Company, dated December 17, 2003, filed December 29, 2003, and recorded in Official Records Book 36654, Page 349.**

10. **Warranty Deed from P.F. Enterprises, LLC, a Florida limited liability company, to Armanwood LLC, a Florida limited liability company, dated November 30, 2004, filed December 3, 2004, and recorded in Official Records Book 38644, Page 60.**

11. **Warranty Deed from Armanwood, LLC, a Florida limited liability company, to Julia 2 LLC, a Florida limited liability company, dated November 12, 2008, filed November 13, 2008, and recorded in Official Records Book 45807, Page 1112.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage between Julia 2 LLC, a Florida limited liability company, and Executive National Bank, filed April 7, 2015, and recorded in Instrument # 112909335; Assignment of Leases and Rents filed April 7, 2015, and recorded in Instrument # 112909336; Future Advance and Modification Agreement filed August 25, 2017, and recorded in Instrument # 114583685.**

2. **UCC Financing Statement Form filed April 7, 2005, and recorded in Instrument # 112909337; Continuation filed March 3, 2020, and recorded in Instrument # 116388138.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

5. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Julia 2 LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	324 MCKINLEY STREET #1-8, HOLLYWOOD FL 33019	ID #	5142 12 01 1380
Property Owner	JULIA 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08
Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,230	$878,740	$1,176,970	$1,003,420	
2022	$298,230	$741,970	$1,040,200	$912,200	$20,521.84
2021	$298,230	$531,050	$829,280	$829,280	$18,072.96

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,176,970	$1,176,970	$1,176,970	$1,176,970
Portability	0	0	0	0
Assessed/SOH	$1,003,420	$1,176,970	$1,003,420	$1,003,420
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,003,420	$1,176,970	$1,003,420	$1,003,420

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-O	$405,000	**45807 / 1112**
11/30/2004	WD	$810,000	**38644 / 60**
12/17/2003	WD	$510,000	**36654 / 349**
10/26/2001	DRR		**32282 / 1264**
7/31/2001	WD	$358,000	**31978 / 1310**

Land Calculations

Price	Factor	Type
$45.07	6,617	SF
Adj. Bldg. S.F. (Card, Sketch)		2292
Units		8
Eff./Act. Year Built: 1960/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
2292								

Real Estate Account #514212-01-1380

Owner: JULIA 2 LLC
Situs: 324 MCKINLEY ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687344	LE-37855	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $20,521.84

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53000	$912,200.00	$0.00	$912,200.00	$5,045.81
VOTED DEBT	0.13840	$912,200.00	$0.00	$912,200.00	$126.25
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,040,200.00	$0.00	$1,040,200.00	$4,629.93
CAPITAL OUTLAY	1.50000	$1,040,200.00	$0.00	$1,040,200.00	$1,560.30
VOTER APPROVED DEBT LEVY	0.18730	$1,040,200.00	$0.00	$1,040,200.00	$194.83
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$912,200.00	$0.00	$912,200.00	$29.83
OKEECHOBEE BASIN	0.10260	$912,200.00	$0.00	$912,200.00	$93.59
SFWMD DISTRICT	0.09480	$912,200.00	$0.00	$912,200.00	$86.48
SOUTH BROWARD HOSPITAL	0.10100	$912,200.00	$0.00	$912,200.00	$92.13
Total Ad Valorem Taxes	**20.77520**				**$19,736.84**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$912,200.00	$0.00	$912,200.00	$410.49
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$912,200.00	$0.00	$912,200.00	$6,810.94
DEBT SERVICE	0.68830	$912,200.00	$0.00	$912,200.00	$627.87
FL INLAND NAVIGATION	0.03200	$912,200.00	$0.00	$912,200.00	$29.19
Total Ad Valorem Taxes	**20.77520**				**$19,736.84**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$661.00
HLWD FIRE INSPECTION		$124.00
Total Non-Ad Valorem Assessments		**$785.00**

Parcel Details

Owner:	JULIA 2 LLC	**Account**	514212-01-1380	**Assessed value:**	$912,200
Situs:	324 MCKINLEY ST	**Alternate Key**	687344	**School assessed value:**	$1,040,200
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	CITY NATIONAL BANK OF FLORIDA (LE-37955) 25 W FLAGLER ST 4TH FL MIAMI, FL 33130		

2022 TAX AMOUNTS		LEGAL DESCRIPTION	LOCATION	
Ad valorem:	$19,736.84	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9	**Book, page, item:**	--
Non-ad valorem:	$785.00		**Property class:**	
Total Discountable:	$20,521.84		**Township:**	51
Total tax:	$20,521.84		**Range:**	42
			Section:	12
			Use code:	39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1380

Owner: JULIA 2 LLC
Situs: 324 MCKINLEY ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$19,700.97**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $19,700.97	11/28/2022	**Receipt** #EEX-22-00000167	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $17,350.04	11/30/2021	**Receipt** #EEX-21-00001266	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $18,961.59	11/30/2020	**Receipt** #EEX-20-00000823	Print (PDF)
2019					
2019 Annual Bill	$0.00	**Paid** $18,725.29	11/26/2019	**Receipt** #EEX-19-00000385	Print (PDF)
Refund		**Processed** $247.79	03/20/2020	**To** CORELOGIC	
		Paid $18,725.29			
2018 Annual Bill	$0.00	**Paid** $17,002.99	11/27/2018	**Receipt** #EEX-18-00000344	Print (PDF)
2017					
2017 Annual Bill	$0.00	**Paid** $17,922.64	11/30/2017	**Receipt** #EEX-17-00000628	Print (PDF)
Refund		**Processed** $1,753.07	04/06/2018	**To** CORELOGIC	
		Paid $17,922.64			
2016					
2016 Annual Bill	$0.00	**Paid** $16,261.39	11/23/2016	**Receipt** #EEX-16-00000205	Print (PDF)
Refund		**Processed** $576.42	03/17/2017	**To** CORELOGIC	
		Paid $16,261.39			
2015 Annual Bill	$0.00	**Paid** $14,748.34	11/23/2015	**Receipt** #EEX-15-00000221	Print (PDF)
2014					
2014 Annual Bill	$0.00	**Paid** $13,210.47	11/24/2014	**Receipt** #EEX-14-00000698	Print (PDF)
Refund		**Processed** $570.31	01/30/2015	**To** LERETA LLC	
		Paid $13,210.47			
2013 Annual Bill	$0.00	**Paid** $12,391.81	11/22/2013	**Receipt** #EEX-13-00000769	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $11,260.29	11/21/2012	**Receipt** #EEX-12-00000182	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $9,902.14	11/30/2011	**Receipt** #15B-11-00000809	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $10,136.16	01/31/2011	**Receipt** #13B-10-00001731	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2009 Annual Bill	$0.00	**Paid** $9,893.46	12/31/2009	**Receipt** #03A-09-00005474	Print (PDF)
2008					
2008 Annual Bill	$0.00	**Paid** $17,635.00	12/31/2009	**Receipt** #02A-09-00005687	Print (PDF)
Certificate #21827		**Redeemed**	01/04/2010	**Face** $16,657.09, **Rate** 10%	
		Paid $17,635.00			
2007 Annual Bill	$0.00	**Paid** $16,110.08	12/31/2007	**Receipt** #2007-8826674	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $17,261.00	11/09/2006	**Receipt** #2006-8803942	Print (PDF)
2005					
2005 Annual Bill	$0.00	**Paid** $20,169.55	07/28/2006	**Receipt** #2005-1105746	Print (PDF)
Certificate #7976		**Redeemed**	08/08/2006	**Face** $19,203.14, **Rate** 0.25%	
		Paid $20,169.55			
2004 Annual Bill	$0.00	**Paid** $11,080.90	12/03/2004	**Receipt** #2004-3005151	Print (PDF)
2002					
2002 Annual Bill	$0.00	**Paid** $8,134.83	09/29/2003	**Receipt** #2002-1803672	Print (PDF)
Certificate #7203		**Redeemed**	09/30/2003	**Face** $7,741.50, **Rate** 0.25%	
		Paid $8,134.83			
Total Amount Due	**$0.00**				

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WARRANTY DEED
STATUTORY
F. S. 689.02

OFF. REC. 904 PAGE 589
BROW'S FORM R. 9. 4/4

819868

This Indenture,

34

Made this 15 day of April A. D. 1957
BETWEEN RANSON B. YOUNG a/k/a RANSON B. YOUNG and DIANE YOUNG, his wife
of the County of Broward, in the State of Florida, part ies of the first part, and
PETER PAGLIO and GUIDO PANICHI
of the County of Cuyahoga, in the State of Ohio, whose post office address is
1473 Holmden Road, South Euclid (21) Ohio
part ies of the second part.

Witnesseth. That the said part ies of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration Dollars, to them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained, and sold to the said part ies of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida, to wit:

Lots 16 and 17, Block 9 HOLLYWOOD BEACH FIRST ADDITION, as recorded in Plat Book 1, page 31, Public Records of Broward County, Florida.

Grantees by acceptance of this deed expressly assume and agree to pay that certain mortgage on subject property dated 9/11/53 in the principal sum of $29,000 and recorded in O.R. Book 36, page 399 Public records of Broward County, Florida.

Grantees further by acceptance of this deed expressly assume and agree to pay that certain mortgage on subject property dated 6/29/56 in the principal sum of $9,000 and recorded in O.R. Book 669, page 595 Public Records of Broward County, Florida.

RECEIVED APR 19 1957

And the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal s the day and year first above written.

Signed, sealed and delivered in the presence of:

Ranson B. Young (L.S.)

Diane Young (L.S.)

STATE OF FLORIDA,
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RANSON B. YOUNG a/k/a RANSON B. YOUNG and DIANE YOUNG, his wife to me known to be the person s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of April A. D. 19 57

My commission expires

FILED AND RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

return to grantee

175

78- 50420

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

Return to: → JAMES A. CATANIA
Attorney at Law
1747 Van Buren St., Suite 910
HOLLYWOOD, FLORIDA 33020

This instrument was prepared by:

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

1530
50

This Indenture, Made this 13th day of FEBRUARY 1978, **Between**

GUIDO PANICHI and ELIZABETH PANICHI, his wife,

of the County of BROWARD, State of FLORIDA, grantor*, and

BIAGIO LA ROCCA

whose post office address is 324 McKinley Street, Hollywood,

of the County of BROWARD, State of FLORIDA, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) ---------- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to-wit:

ONE-HALF (½) INTEREST in and to:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to conditions, restrictions, reservations, easements, and limitations of record, and taxes for the year 1978 and all subsequent years.

78 MAR -1 PM 4:36

BROWARD COUNTY 183331 FLORIDA DEPT. OF REVENUE MAR-1-78 B.B. 1139 DOCUMENTARY SUR TAX 58.10

202124 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR-1-78 B.B. 1122 153.00

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Guido Panichi (Seal)
GUIDO PANICHI

Elizabeth Panichi (Seal)
ELIZABETH PANICHI, his wife

(Seal)

(Seal)

STATE OF OHIO
COUNTY OF CUYAHOGA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ELIZABETH PANICHI,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of February, 19 78.

Ernest M. Panichi
Notary Public

My commission expires: 5-1-82

REC. 7475 PAGE 282

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GUIDO PANICHI, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 21st day of February, 1978, in the County and State above.

Susan A. Catania
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 8 1982
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

REC 7446 PAGE 393

Printed for Lawyers' Title Gua

78-237496

BROWARD COUNTY 46810 6

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE SEP 14 '78 180.00

This instrument was prepa

JAMES A. CATANI
Attorney at Law
1747 Van Buren St., Suit
HOLLYWOOD, FLORIDA

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 15th day of AUGUST 19 78 .

BIAGIO LA ROCCA, a married man

of the County of BROWARD , State of FLORIDA , grant

PETER PAGLIO,

whose post office address is 324 McKinley Street, Hollywood,

of the County of BROWARD , State of FLORIDA ,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 ------
($10.00) ----------

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, following described land, situate, lying and being in BROWARD County, Florida, to-wit:

ONE-HALF (½) INTEREST in and to:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO conditions, restrictions, reservations, easements, and limitations of record, and taxes for the year 1978 and all subsequent years.

N.B. The One-Half interest herein constitutes his entire interes in the above described property.

Grantor never used the above property being conveyed, as homestead property. Grantor is resident of the State of

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above Signed, sealed and delivered in our presence:

Stanley D. Ermani
Ralph J. Vitello

Biagio La Rocca
BIAGIO LA ROCCA,
a married man

STATE OF FLORIDA DOCUMENTARY STAMP TAX SEP 14 '78 66.00

STATE OF NEW YORK
COUNTY OF Onondaga

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, per appeared BIAGIO LA ROCCA, a married man

to me known to be the person described in and who executed the foregoing instrument and acknowledged me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August 19 78 .

My commission expires: 3/30/79

Ralph J. Vitello
Notary Public

RALPH J. VITELLO
Notary Public in the State of New York
Certified in Onondaga Co. No. 4604713
My Commission Expires March 30, 1979

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

PLEASE RETURN TO:
LONG AND FIEKEL, P.A.
2[illegible] E. Hallandale Beach Blvd.
Hallandale, Florida 33009

QUIT-CLAIM DEED

RAMCO FORM 8

84- 18705

This Quit-Claim Deed, *Executed this* 16 *day of* July *, A. D. 19* 81 *, by*
PETER PAGLIO, a single man,

first party, to PETER PAGLIO, TRUSTEE

whose postoffice address is 324 McKinley Street, Hollywood, Florida 33019

second party

Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, *That the said first party, for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has or ought to have in the following described lot, piece or parcel of land, situate, lying and being in the County of* Broward *State of* Florida *, to wit:*

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

.45

JUN 10 2 28 PM '84

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said 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 presence of

L. V. Long
Lois Merz

Peter Paglio (L.S.)
PETER PAGLIO

(L.S.)

REC 11415 PAGE 117

STATE OF FLORIDA,
COUNTY OF BROWARD }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
PETER PAGLIO, a single man,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of July A. D. 1981.

L. V. Long
Notary Public, State of Florida

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 18 1983
BONDED THRU GENERAL INS. UNDERWRITERS

F. T. JOHNSON
COUNTY ADMINISTRATOR

This instrument prepared by: QUENTIN V. LONG
Address 801 E. Hallandale Beach Blvd.
Hallandale, Florida 33009

RETURN TO
QUENTIN V. LONG
801 E. Hallandale Beach Blvd.

a
5

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

95-054832 T#001
02-07-95 10:24PM

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH

Peter PAGLIO — Male — November 27, 1991
287-01-8734 A — 97 — May 25, 1894 — Italy
Meridia Hillcrest Hospital — Mayfield Hts. — Cuyahoga
Widowed — Self Employed — Paglio's Rest.
Ohio — Cuyahoga — So. Euclid — 1473 Nolden Rd.
Yes — 44121 — White
John Paglio — Maria Rosa Sassano
Rosalie Petroraitis — 5883 Harwell Dr. Mayfield Hts., OH 44124
Lake View Cemetery — Cleveland, OH
November 30, 1991 — Anthony Gamellia — 7626 A
Dilico & Sons Inc 5978 Mayfield Rd Mayfield Hts OH 44124
JAN 29 1991
1861 — JAN 29 1991
3:45 p.m. — Nov 27, 1991
R Petroff MD — 97914 — 11/27/91
Roman Petroff M.D. 5187 Mayfield Rd Mayfield Hts, Ohio 44124
Congestive heart failure
Chronic obstructive lung disease
Pleural effusions
Renal failure.
JAN 20 1995

DK23110PG0739

Record and Return To:
Kaplan, Jaffe and Gates, P.A.
Will Call - Tri-County

LOTS 16 AND 17, BLOCK 6, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

95-054553 T#002
02-07-95 10:24PM

08-804
R.01/93

L.H. FUCHS
EXECUTIVE DIRECTOR

FINAL CERTIFICATE
FOR INHERITANCE AND ESTATE TAX

NO. A 94506

To

TIMOTHY F. O'BRIEN
THE HOYT BLOCK
700 N. ST. CLAIR AVE., STE 210
CLEVELAND, OH 44113

In: The Estate of PAGLIO, PETER
Social Security No. 282068734

Date of death: 11/27/91

Resident of CUYAHOGA County,

State of OH

Date: 12/28/94

THIS IS TO CERTIFY, That in accordance with the provisions of Chapter 198, Florida Statutes, there has been filed with this office a sworn return for Estate Taxes as required by law in the above named Estate and that the amount of tax assessed by the State of Florida against said estate was

FIVE THOUSAND ONE HUNDRED ONE AND 50/100 DOLLARS

Dollars

The total tax paid amounted to ..... $ $*****5,101.50

The total interest paid amounted to ..... $ $*******.00

The total penalty paid amounted to ..... $ $*******.00

No claim for refund of the above tax, or any part thereof, is pending, and no refund has been authorized.

Given in quadruplicate under my hand and the seal of the State of Florida the date first above written.

CERTIFIED TO BE THE ORIGINAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
BOUNTY ADMINISTRATOR

L. H. Fuchs
Executive Director
Department of Revenue

BK23118P0710

Record and Return To:
Kaplan, Jaffe and Gales, P.A.
Will Call - Tri-County

95-054554 T#003
02-07-95 10:24PM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

THIS DOCUMENT PREPARED BY:
DOUGLAS C. KAPLAN, ESQUIRE
KAPLAN, JAFFE & GATES, P.A.
2435 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED

(TESTATE)

THIS INDENTURE is made this 26th day of January, 1995, by and between JOHN PAGLIO, the duly qualified and acting Personal Representative of the Estate of PETER PAGLIO, deceased, party of the first part, and JOHN PAGLIO, ORLANDO PAGLIO, and ROSALIE PATERNITI, SUCCESSOR TRUSTEES OF THE PETER PAGLIO DECLARATION OF TRUST, whose post office address is, 9581 TAMARIN COURT, MENTOR, OHIO 44060, party of the second part.

WITNESSETH: That WHEREAS, PETER PAGLIO died testate a resident of Cuyahoga County, Ohio, on November 27, 1991, seized and possessed of real property hereinafter described; and

WHEREAS, title to said property passed to the party of the second part as of the date of said decedent's death pursuant to the provisions of the Decedent's Last Will and Testament, which was admitted to probate and record by the Circuit Court for Broward County, Florida, Probate Division, in Case No. 94-2788, subject only to the right of the party of the first part to sell or encumber the property for the purpose of defraying claims, costs, and expenses of administration of Decedent's Estate; and

WHEREAS, the party of the first part wishes to distribute said property to the party of the second part and evidence the release of the property from said right to sell or encumber,

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the Estate of said Decedent, the party of the first part has released to the party of the second part the right to sell or encumber said property and granted, conveyed and confirmed unto the party of the second part, his heirs and assigns forever, all of the interest of said Decedent in and to the real property situated in Broward County, Florida, described as follows:

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BK23118P0741

Record and Return To:
[illegible]

(F2)

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

This Deed is given to evidence the distribution of assets of a Decedent's Estate.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the Estate of said Decedent, has executed this instrument under seal on the date aforesaid.

Signed, Sealed and delivered
in the presence of:

JOHN PAGLIO, As Personal Representative of the ESTATE of PETER PAGLIO, Deceased.

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

I hereby certify that the foregoing instrument was acknowledged before me this 26th day of January, 1995, by JOHN PAGLIO, as Personal Representative of the Estate of PETER PAGLIO, deceased.

Notary Public, State of Ohio at Large

My Commission Expires:

TIMOTHY E. OTTERI, Attorney

OR 23118 PG 0712

#99100795

98-005441 TW002
01 [illegible]
$ 1890.00
[illegible]

RECVD. BROWARD COUNTY
COUNTY ADMIN.

RETURN TO:
OLD REPUBLIC NAT'L TITLE
600 W. HILLSBORO BLVD. #220
DEERFIELD BEACH, FL 33441

TRUSTEES DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on the 3rd day of June, 1981, a Declaration of Trust was entered into by and between PETER PAGLIO as Settlor and PETER PAGLIO as Trustee which Declaration of Trust was modified on the 3rd day of August, 1984, and whereas PETER PAGLIO died on November 27, 1991 and as a result thereof, ORLANDO J. PAGLIO AND ROSALIE PATERNITI became the Successor Co-Trustees of the Declaration of Trust.

That said Declaration of Trust, among other provisions, contains the following, to-wit:

ITEM II-V

A Specific Powers and Duties

The Trustee shall have the power with respect to each trust interest created under this instrument, except as otherwise herein directed:

(1) Sale or Exchange of Property. To sell, exchange, assign and transfer, or grant options with respect to, any security or other property which may at any time be held in trust at public or private sale for such purposes, at the fair market value therof and upon such terms and conditions (including credit) as the Trustee shall deem advisable;...

Whereas, as a result of the death of Peter Paglio the Declaration of Trust became the owner in fee simple of the real property hereinafter described, and in order to carry out the provisions of the Declaration of Trust, it is necessary to sell said real estate.

NOW, THEREFORE, we, ORLANDO J. PAGLIO and ROSELIE PATERNITI, as Successor Co-Trustees as aforesaid and pursuant to the said provisions of the Declaration of Trust of PETER PAGLIO, now deceased, by virtue of the statutes in such cases made and provided, and of the powers invested in us, and for and in consideration of the promises, and the sum of Ten Dollars ($10.00), and other good and valuable consideration, paid, or secured to be paid, to us, ORLANDO J. PAGLIO and ROSELIE PATERNITI, successor Co-Trustees of the Declaration of Trust of Peter Paglio, now deceased, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey with fiduciary covenants to LEONARD KOCH and LOIS KOCH, husband and wife, and RANDY KOCH, single, their heirs and assigns, whose tax mailing address is:

1446 Scott Street
Hollywood, FL 33020

the following described real property:

Situated in the City of Hollywood Beach, County of Broward and State of Florida and more fully described as follows:

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

RE # 51-42-12-01-1380

TO HAVE AND TO HOLD, said premises, with all the privileges and appurtenances thereto belonging, to the said LEONARD KOCH and LOIS KOCH, Husband & Wife, and RANDY KOCH, single, their heirs and assigns forever as fully and completely as we, as the said Co-Trustees, by virtue of said Declaration of Trust, and of the statutes made and provided for such cases, might or should sell or convey the same.

BK27501PG0220

2 PAC

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 22nd day of December, 1997, at Cleveland, OH.

Signed and acknowledged in the presence of:

ROSALIE PATERNITI, Successor Co-Trustee

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said county, personally appeared the above named ROSALIE PATERNITI, Successor Co-Trustee under the Declaration of Trust dated June 3, 1981 and modified on August 3, 1984 of PETER PAGLIO, deceased, who acknowledge that she signed the foregoing instrument and that the same is her free act and deed as such Successor Co-Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 22nd day of December, 1997, at Cleveland, OH.

Notary Public

Signed and acknowledged in the presence of:

Charles Anania

Rosa D. Cuebas

ORLANDO J. PAGLIO, Successor Co-Trustee

STATE OF)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public, in and for said county, personally appeared the above named ORLANDO J. PAGLIO, Successor Co-Trustee under the Declaration of Trust dated June 3, 1981 and modified on August 3, 1984 of PETER PAGLIO, deceased, who acknowledge that he signed the foregoing instrument and that the same is his free act and deed as such Successor Co-Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 23rd day of December, 1997, at Broward County, Fla.

Notary Public

CHARLES ANANIA
MY COMMISSION # CC484273 EXPIRES
November 4, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

This instrument prepared by:

TIMOTHY F. O'BRIEN
Attorney at Law
700 West St. Clair Avenue
Suite 210
Cleveland, Ohio 44113
(216) 621-1100

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

BK27501PG0221

This Document Prepared By:
DEBORAH S. KOWALSKY, J.D. LL.M.
BOULEVARD TITLE OF SOUTH FLORIDA, INC.
2501 Hollywood Boulevard Suite 206
Hollywood, FL 33020

W/C TRI-COUNTY for: --

BOULEVARD TITLE
2501 Hollywood Blvd Ste: 206
Hollywood, Fl 33020

INSTR # 101251878
OR BK 31978 PG 1310
RECORDED 08/14/2001 10:28 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 2,506.00
DEPUTY CLERK 1006

Parcel ID Number: 11212-01-13800

Warranty Deed

This Indenture, Made this 29 day of July, 2001 A.D., **Between** LEONARD KOCH and LOIS KOCH, husband and wife, AND RANDY L. KOCH, a single man,

of the County of BROWARD, State of Florida, **grantors,** and M-N-M PROPERTIES, INC., a corporation existing under the laws of the state of Florida

whose address is: 347 Virginia Street, Hollywood, FL 33019

of the County of BROWARD, State of FLORIDA, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of - TEN & NO/100($10.00) - - - - - - - - - - - - DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Deborah S. Kowalsky
Witness as to Leonard and Lois

Lisa A. Feix
Witness as to Leonard and Lois

Printed Name: Barbara A. Sprlovitz
Witness as to Randy

Printed Name: Kathleen J. Solares
Witness as to Randy

Leonard Koch (Seal)
LEONARD KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Lois Koch (Seal)
LOIS KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Randy L. Koch (Seal)
RANDY L. KOCH
P.O. Address 5668 Oak Grove Avenue, Oakland, CA 94618

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of July, 2001 by LEONARD KOCH and LOIS KOCH, husband and wife,

who are personally known to me or who have produced their Florida driver's licenses as identification.

DEBORAH S. KOWALSKY
NOTARY PUBLIC
My Commission Expires: 04/19/02

(2)

01-0209 NORTON DSK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } ss.

On July 29, 2001 (Date), before me, Kathleen J. Solares, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Randy L. Koch (Name(s) of Signer(s)).

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KATHLEEN J. SOLARES
COMM. #1237884
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Comm. Exp. Nov. 8, 2003

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 7/29/2001 Number of Pages: -2-

Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer

Signer's Name:
☒ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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This Document Prepared By:
DEBORAH S. KOWALSKY, J.D. LL.M.
BOULEVARD TITLE OF SOUTH FLORIDA, INC.
2501 Hollywood Boulevard Suite 206
Hollywood, FL 33020

W/C TRI-COUNTY for: --

BOULEVARD TITLE
2501 Hollywood Blvd Ste: 206
Hollywood, Fl 33020

INSTR # 101431956
OR BK 32282 PG 1264
RECORDED 10/26/2001 09:48 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2080

INSTR # 101251878
OR BK 31978 PG 1310
RECORDED 08/14/2001 10:28 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 2,586.00
DEPUTY CLERK 1006

Parcel ID Number: 11212-01-13800

Warranty Deed

This Indenture, Made this 29 day of July, 2001 A.D., **Between** LEONARD KOCH and LOIS KOCH, husband and wife, AND RANDY L. KOCH, a single man,

of the County of BROWARD, State of Florida, **grantors,** and M-N-M PROPERTIES, INC., a corporation existing under the laws of the state of Florida

whose address is: 347 Virginia Street, Hollywood, FL 33019

of the County of BROWARD, State of FLORIDA, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of - TEN & NO/100($10.00) - - - - - - - - - - - - DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

* This Warranty Deed is being re-recorded to show Notary Seal.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Deborah S. Kowalsky
Witness as to Leonard and Lois

Lisa A. Feix
Witness as to Leonard and Lois

Printed Name: Barbara A. Skolovitz
Witness as to Randy

Printed Name: Kathleen J. Solares
Witness as to Randy

Leonard Koch (Seal)
LEONARD KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Lois Koch (Seal)
LOIS KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Randy L. Koch (Seal)
RANDY L. KOCH
P.O. Address 5668 Oak Grove Avenue, Oakland, CA 94618

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of July, 2001 by LEONARD KOCH and LOIS KOCH, husband and wife,

who are personally known to me or who have produced their Florida driver's licenses as identification.

DEBORAH S. KOWALSKY
COMMISSION # CC 722706
EXPIRES APR 19, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

DEBORAH S. KOWALSKY
NOTARY PUBLIC
My Commission Expires: 04/19/02

(2)

01-0209 NORTON DSK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda } ss.

On July 29, 2001 (Date), before me, Kathleen J. Solares, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Randy L. Koch (Name(s) of Signer(s))

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KATHLEEN J. SOLARES
COMM. #1237684
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Comm. Exp. Nov. 8, 2003

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 7/29/2001 Number of Pages: -2-

Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer

Signer's Name:

☒ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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OR BK 31978 PG 1311

OR BK 32282 PG 1265

This Document Prepared By:
DEBORAH S. KOWALSKY, ESQ.
LAW OFFICES OF DEBORAH S KOWALSKY, P.A.
2501 HOLLYWOOD BOULEVARD SUITE 206
HOLLYWOOD, FL 33020
W/C Tri County For:
Champagne Title Services, Inc.
3800 N.E. 3rd Avenue
Pompano Beach, FL 33064
PF Enterprises
13.3215

Parcel ID Number: 11212-01-13800

Warranty Deed

This Indenture, Made this 17th day of **December, 2003** A.D., **Between** M-N-M PROPERTIES, INC., a corporation existing under the laws of the state of Florida

of the County of Broward, State of Florida, **grantor,** and P.F. ENTERPRISES, LLC, a Florida Limited Liability Company,

whose address is:

of the County of , State of , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of - TEN & NO/100($10.00) - - - - - - - - - - - - DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lot 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

M-N-M PROPERTIES, INC.

DEBORAH S. KOWALSKY
Witness

SUSAN P. NORTON, President (Seal)

BETH MAITLEN, Vice President (Seal)

JOAN BONANNEE
Witness

MARLENE MANTER, Sec/Treasurer (Seal)
P.O. Address 347 Virginia Street, Hollywood, FL 33019

STATE OF Florida
COUNTY OF Broward

(Corporate Seal)

The foregoing instrument was acknowledged before me this 17th day of December, 20 03 by SUSAN P. NORTON, BETH MAITLEN and MARLENE MANTER who are personally known to me or who have produced their Florida driver's licenses as identification.

DEBORAH S. KOWALSKY
NOTARY PUBLIC
My Commission Expires: 04/19/06

Deborah S. Kowalsky
MY COMMISSION # DD097498 EXPIRES
April 19, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

13662 MNM PROP LT

This Instrument Prepared by:

Shutts & Bowen LLP
1500 Miami Center
201 South Biscayne Blvd.
Miami, FL 33131

----------The Space Above This Line For Recording Office Use Only----------

WARRANTY DEED

THIS WARRANTY DEED is made this 17th day of November, 2004, by P.F. Enterprises, LLC, a Florida limited liability company (collectively, "Grantor"), whose address is 2603 NW 103rd Avenue, Building 190, Apartment #108, Sunrise, FL 33322 to Armanwood LLC, a Florida limited liability company (collectively, "Grantee"), whose address is 40205 Fisher Island Drive, Miami, FL 33109.

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, to Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Broward County,, Florida (the "Property"):

> Lots 16 and 17, Block 9, of Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.
>
> Parcel Identification Number: 11212 01 13800

TOGETHER WITH all easements, tenements, hereditaments and appurtenances belonging to the Property; and

TOGETHER WITH all buildings and other improvements now or hereafter located on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

This conveyance is made subject to:

(a) Taxes for the year 2004 and subsequent years;
(b) Applicable zoning ordinances and governmental regulations; and
(c) Conditions, restrictions, covenants, limitations, and easements of record; however, that this instrument shall not operate to reimpose any of same.

PF

GRANTOR does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

Grantor has duly executed this instrument as of this 30th day of November, 2004.

Signed, sealed and delivered
in the presence of :

Print Name: Nicola L Zagarolo

Print Name: Mary D. Celesti

P.F. Enterprises, LLC, a Florida Limited Liability Company

Philip Friona Sr.

Philip Friona, Sr. Member Manager

STATE OF FLORIDA)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 30 day of November, 2004, by Philip Friona, Sr., who is Member Manager of P.F. Enterprises, LLC, a Florida Limited Liability Company. He is ( ) personally known to me or (X) has produced Driver License as identification.

(NOTARY SEAL)

Notary Public, State of Florida
Print Name: Nicola L Zagarolo
Commission No.:
My Commission Expires: 12/9/05

NICOLA L. ZAGAROLO
MY COMMISSION # DD 077139
EXPIRES December 9, 2005
Bonded Thru Notary Public Underwriters

2

Prepared by & Return to:

Roland A. Gallor, Esq.
Shutts & Bowen LLP
201 S. Biscayne Blvd.
1500 Miami Center
Miami, Florida 33131

Tax Folio No.: 11212-01-13800

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of November 12, 2008, by ARMANWOOD, LLC, a Florida limited liability company, having an address of 1675 Meridian Avenue, Suite 420, Miami Beach, Florida 33139 ("Grantor"), to and for the benefit of JULIA 2 LLC, a Florida limited liability company, having an address of 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, conveyed, and sold, and does hereby grant, bargain, convey, and sell unto Grantee, its successors and assigns, all that certain land lying, situated and being in Broward County, Florida, more particularly described on **Exhibit "A"**, attached hereto and by this reference incorporated herein (the "Land"), and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to the Land;

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements (collectively, the "Improvements").

All of the property and property rights described above shall be referred to herein as the "Property".

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee, its successors and assigns, forever in fee simple.

This conveyance is subject to (i) taxes for the year 2008 and subsequent years, (ii) applicable zoning ordinance and governmental regulations, and (iii) conditions, restrictions,

covenants, limitations, and easements of record; provided however, that this instrument shall not be deemed to reimpose any of same.

Grantor does hereby covenant with Grantee that at the time of the delivery of this Deed, except as described above, the Property was free from any encumbrance made by Grantor, and that Grantor will specially warrant title to the Property and will defend it against the lawful claims of all persons claiming by through or under Grantor, but against none other.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Print Name: HOLLY ISRAEL

Print Name: OLGA L. DUQUE

ARMANWOOD, LLC, a Florida limited liability company

By:

Name: Barry Brant, Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of November, 2008, by Barry Brant as Manager of ARMANWOOD, LLC, a Florida limited liability company. He is personally known to me or produced a FL drivers license as identification.

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

OLGA L. DUQUE
MY COMMISSION # DD 750152
EXPIRES: March 30, 2012
Bonded Thru Notary Public Underwriters

MIADOCS 3137705 1

Exhibit "A"

Legal Description

Lots 16 and 17, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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This Instrument Prepared By:
Jacqueline Lage, Esquire
GONZALEZ LAGE, PA
8750 NW 36 Street
Suite 425
Miami, FL 33178

Recorder's Note: This Mortgage secures a Note in the principal amount of $4,750,000.00. Therefore, documentary stamp taxes and intangible taxes are being paid hereunder based on $4,750,000.00.

MORTGAGE

THIS MORTGAGE, executed this 26 day of March, 2015, by MEITAL 1 LLC, a Florida limited liability company (as to Parcel I), MEITAL 2 LLC, a Florida limited liability company (as to Parcel II), MEITAL 3 LLC, a Florida limited liability company (as to Parcel III), JULIA 1 LLC, a Florida limited liability company (as to Parcel IV), and JULIA 2 LLC, a Florida limited liability company (as to Parcel V), having post office mailing addresses at 3350 SW 57th Place, Fort Lauderdale, Florida 33312 of the County of Broward of the State of Florida, hereinafter collectively referred to as the "Mortgagor", which term as used in every instance shall include the Mortgagor's, administrators, successors, legal representatives, assigns and grantees either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever context so requires or admits, parties of the first part to EXECUTIVE NATIONAL BANK, having a place of business and its post office mailing address at 9600 North Kendall Drive, Miami, Florida 33176, hereinafter called Mortgagee, which term as used in every instance shall include the Mortgagee's successors, legal representatives and assigns, party of the second part.

WITNESSETH, that for diverse good and valuable considerations, and to secure the payment of the aggregate sum of money named in the Note (as defined herein), together with interest thereon and all other sums of money secured hereby as hereinafter provided, including any renewals, extensions, modifications, replacements or substitutions thereof, or any future or additional advances as may be made by Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, of which the Mortgagor is now seized and possessed, and in actual possession of the property more particularly described as follows, to-wit:

Parcel I:
Lots 10 and 11, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel II:
Lots 12 and 13, Less the West 12.81 Feet for Road Right of Way, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel III:
Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, less the Westerly 12.81 Feet of Said Lots 14 and 15 for Right of Way.

32

JULIA 1 LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS

Print Name: BRENDA DAPA SARGANINI

JULIA 2 LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS

Print Name: BRENDA DAPA SARGANINI

STATE OF FLORIDA)
)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 20 day of March, 2015, by Marc Eisenmann, as Manager of MEITAL 1 LLC, a Florida limited liability company, MEITAL 2 LLC, a Florida limited liability company, MEITAL 3 LLC, a Florida limited liability company, JULIA 1 LLC, a Florida limited liability company, and JULIA 2 LLC, a Florida limited liability company, who X is personally known to me or ____ who produced a Driver's License as identification.

NOTARY PUBLIC-State of Florida
Print/Type/Stamp Name:
Commission Expiration Date:
Notary Seal:

RUSSELL S. JACOBS
MY COMMISSION # FF 133852
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

2

This Instrument Prepared By:
Jacqueline Lage, Esquire
GONZALEZ LAGE, PA
8750 NW 36 Street
Suite 425
Miami, FL 33178

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of the 20 day of March, 2015 is made by MEITAL 1 LLC, a Florida limited liability company (as to Parcel I), MEITAL 2 LLC, a Florida limited liability company (as to Parcel II), MEITAL 3 LLC, a Florida limited liability company (as to Parcel III), JULIA 1 LLC, a Florida limited liability company (as to Parcel IV), and JULIA 2 LLC, a Florida limited liability company (as to Parcel V) (collectively, the "Assignor") having offices at 3350 SW 57th Place, Fort Lauderdale, FL 33312, to Executive National Bank, having an office at 9600 North Kendall Drive, Miami, Florida 33176 ("Assignee");

WITNESSETH:

WHEREAS, Assignee has agreed to provide for a loan (the "Loan") to Assignor (collectively, the "Borrower") in the original principal amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00) evidenced by a certain Promissory Note dated as of even date herein (the "Note") and secured by that certain Mortgage dated as of even date herein (the "Mortgage"); and

WHEREAS, in order to secure the Loan, Assignor (as to their respective parcels) has executed and delivered to Assignee this Assignment of Rents and Leases encumbering and relating to the real property legally described as:

Parcel I:
Lots 10 and 11, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel II:
Lots 12 and 13, Less the West 12.81 Feet for Road Right of Way, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel III:

10

Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, less the Westerly 12.81 Feet of Said Lots 14 and 15 for Right of Way.

Parcel IV:
Lots 8, 9, 10, and 11, Block 9, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel V:
Lots 16 and 17, Block 9, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

(collectively, the "Property" or the "Premises"); and

WHEREAS, it is a condition to the obligation of the Assignee to make the Loan to the Assignor that Assignor execute and deliver this Assignment;

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, Assignor hereby assigns, transfers, conveys and sets over unto the Assignee, all right, title and interest of Assignor in and to (i) all Leases (as hereinafter defined) and (ii) all Rents (as hereinafter defined);

TO HAVE AND TO HOLD the same unto the Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

AND Assignor hereby further agrees as follows:

Section 1.
Definitions.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Mortgage. As used herein, the following terms shall have the following meanings:

(a) "Leases" or each a "Lease" shall mean any and all leases, to the extent of the interest therein of Assignor, subleases or sub-subleases, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Property or the buildings located on the Property (the "Buildings"), and all modifications, amendments or other agreements relating to such leases, subleases, sub-subleases or other agreements, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto. For purposes of this Assignment, a "Long Term Lease" or "Long Term Leases" shall mean any and all Leases with a term of one (1) year or more.

(b) "Rents" shall mean all the rents, additional rents, increases in rents, advance rents, issues, revenues, income, proceeds, profits, royalties, security deposits and other types of deposits, and other benefits paid or payable and to become due or payable to Assignor in respect of the use, occupancy, license or possession of any portion or portions of the Property or the

Buildings pursuant to the Leases, and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof.

Section 2.
Certain Representations, Warranties and Covenants.

Assignor represents, warrants and covenants to the Assignee that:

(a) Copies of all Long Term Leases, if any, which have been provided to Assignor prior to the date hereof are true, correct and complete and there have been no modifications or amendments thereto;

(b) No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default has occurred under the Leases;

(c) The lessee under the Leases (each a "Lessee", collectively, the "Lessees") and Assignor have and shall have no agreements concerning free rent, partial rent, rebate of rental payments or any other type of rental concession, and no Rent has been paid more than sixty days in advance;

(d) The Leases shall be the only agreements between the Lessee and Assignor affecting the Property, and the Long Term Leases are the legal, valid, and binding obligation of the Assignor and are enforceable against the Lessee in accordance with their terms;

(e) No actions, whether voluntary or otherwise are pending against the Lessee of any Long Term Lease or Assignor under the bankruptcy laws of the United States or any state thereof;

(f) The payment of the Rents to accrue under any Long Term Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in the Mortgage. Assignor waives any rights of set off against any Lessee under any Long Term Leases. Assignor agrees that it will not assign any of the Rents except to a purchaser or grantee of the Property permitted under the Mortgage or in accordance with any of the other loan documents executed in connection with the Loan (the "Loan Documents");

(g) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment;

(h) Assignor shall not accept any monthly installments of rent from Lessee which is more than sixty (60) days in advance of its due date;

(i) Assignor will not consent to any request by Lessee to make any addition, improvement, or change in or to the Premises or any structure or improvement thereon or subject to the aforesaid Mortgage, which addition, improvements, or changes to the Premises would impair the security of the Assignee or adversely affect the structural integrity of the Property or any improvements subject to the Mortgage or any part thereof, unless and until it also receives the prior written consent of Assignee, which consent shall not be unreasonably withheld;

(j) Assignor shall not enter into or agree to any material amendment or modification to the Long Term Leases with Lessee without the prior written consent of Assignee. Assignor shall not consent to any Lessee voluntarily subordinating or subjecting its Lease or any interest therein to any lien or encumbrance without the prior written consent of Assignee; and

(k) Assignor shall deliver to Assignee a copy of all of Lessee's notices, requests, or demands delivered by Lessee under any Long Term Lease to Assignor regarding any defaults under the Long Term Lease or regarding anything which may directly or indirectly affect Assignee's lien on the Property or rights hereunder or under the loan documents executed in connection herewith, addressed to Assignee at the address set forth above. Assignor shall also deliver to Assignee any and all notices, demands, or requests delivered by Assignor from Lessee relating to any alleged defaults under any of the aforesaid Long Term Leases or regarding anything which may directly or indirectly affect Assignee's lien on the Property or rights hereunder or under the loan documents executed in connection herewith.

Notwithstanding, nothing herein shall prevent the Assignor from acting in a commercially reasonable manner with respect to any such Leases.

Section 3.
Deferred Exercise of Rights.

(a) As part of the consideration for the indebtedness evidenced by the Note, Assignor does hereby absolutely and unconditionally assign to Assignee all present and future Leases and the Rents. This Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent legal requirements to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the aforesaid Rents and hereby directs each Lessee of the Property to pay such Rents to Assignee or such agents; provided, however, that prior to notice from Assignee to Assignor of an Event of Default by Assignor hereunder or under any other Loan Document, Assignor shall have a license, but limited as provided in this Assignment and in any of the other Loan Documents: (i) to collect, as trustee for Assignor and Assignee, all of the Rents , and Assignor shall receive and apply such Rents (not necessarily in the following order), subject to any obligation to escrow same with Assignee, to the payment of Taxes upon the Premises before penalty or interest are due thereon, to the cost of such insurance, maintenance and repairs as may be required by the terms of the Mortgage, to satisfy all of Assignor's obligations under the Leases, and to pay interest and principal and other charges becoming due, as and when due and payable, under the Loan Documents, with the balance, so long as no Event of Default has occurred hereunder or under the other Loan Documents, to the account of Assignor; and (ii) to otherwise deal with, and enjoy the rights of the Assignor under, the Leases as otherwise permitted by the Mortgage.

(b) Upon receipt by Assignor of written notification from Assignee, stating that an Event of Default by Assignor exists and Assignee is exercising its rights hereunder, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked. Thereupon, Assignee shall immediately be entitled to possession of all Rents of the Property as the same become due and payable, and Assignor hereby authorizes and directs any Lessee and any successor to all or any part of the interests of any such Lessee to pay to Assignee the Rents due and to become due under the Leases. A demand on any Lessee

made by Assignee for such payment of Rents shall be sufficient warrant to the Lessee to make future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor agrees that upon the occurrence of an Event of Default (i) each Lessee shall have the right to rely upon any such request by Assignee, (ii) each Lessee shall pay such Rents to Assignee without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary, (iii) Assignor shall have no right to claim against any Lessee for any such Rents so paid by the Lessee to Assignee and (iv) Assignee shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any Rents held or received by Assignor after such written request from Assignee shall be held or received by Assignor as trustees for the benefit of Assignee only.

Section 4.
Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any Loan Document, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any Loan Document. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in the Mortgage or in any other Loan Document.

Section 5.
Event of Default.

Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee, at its option, to the extent allowable by law, without waiving such Event of Default but after notice to Assignor, without regard to the adequacy of the security for the Loan, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Loan in such manner and order as Assignee, in its sole discretion, may determine, subject to the terms of the Mortgage. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Mortgage or any other Loan Document;

(b) Assignor hereby acknowledges and agrees that payment of any item by a Lessee to the Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Lessee, as fully and with the same effect as if it had been paid to Assignor;

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Florida Commercial Code and Florida Statutes to the extent of such

rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 6.
Application of Rents and Proceeds.

Rents shall be applied after an Event of Default in accordance with the Mortgage.

Section 7.
Attorney-in-Fact.

Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint the Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which the Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

Section 8.
Termination.

The Assignee, by the acceptance of this Assignment, agrees that when the Loan and all obligations thereunder shall have been paid in full, this Assignment shall terminate, and the Assignee shall execute and deliver to Assignor upon such termination such instruments of re-assignment and Florida Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 9.
Expenses.

Assignor agrees to pay to the Assignee all out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the Assignee of any obligations of Assignor hereunder which Assignor has failed or refused to perform.

Section 10.
Further Assurances.

Assignor agrees that, from time to time upon the written request of the Assignee, it will give, execute, deliver, file, and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of the Assignee) to create, preserve, perfect or validate this

Assignment or to enable Assignee to exercise and enforce its rights hereunder with respect to such Assignment.

Section 11.
No Obligation by the Assignee.

(a) By virtue of this Assignment, the Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases.

(b) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon the Assignee, nor shall it operate to make the Assignee responsible or liable for any waste committed on the Property by any Lessee or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

Section 12.
Miscellaneous.

(a) No failure on the part of the Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law. Notwithstanding anything to the contrary contained herein, Assignee shall act in a commercially reasonable manner when exercising any power, right or remedy hereunder.

(b) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS SITUATED, WITHOUT GIVING EFFECT TO THE CONFLICTS-OF-LAWS RULES AND PRINCIPLES OF SUCH STATE.

(c) All rights and remedies set forth in this Assignment are cumulative, and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to the Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of the Assignee under any of the other Loan Documents.

(d) Until the indebtedness secured by the Loan Documents is paid in full, Assignor will deliver from time to time to the Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Long Term Leases, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Long Term Leases upon all or any part of the Property and upon request of Assignee will specifically transfer and assign to Assignee such other and future Long Term Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute and deliver to Assignee, upon demand and at any time or times, any and all further assignments and

other instruments as Assignee may determine for carrying out the purposes and intent of this Assignment.

(e) This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Assignee.

Section 13.
Defeasance.

If Assignor shall pay or cause to be paid in full to Assignee all monetary obligations hereunder and under the Mortgage and the Note on or before the date on which they are due and payable, and in the manner stipulated herein and therein, all without deduction or credit for taxes or other charges paid by Assignor, and if Assignor shall have kept, performed and observed all the covenants and conditions contained herein and all of the other Loan Documents, then Assignee shall deliver to Assignor all such documents in recordable form to release the Property from the encumbrances created hereby and by the Mortgage, but otherwise this Assignment shall remain in full force and effect.

Section 14.
Successors and Assigns.

Assignor may not assign their rights under this Assignment except as permitted under the Mortgage. Assignor hereby acknowledges and agrees that Assignee may assign this Assignment as permitted under the Mortgage. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and the Assignee and their respective successors and assigns.

Section 15.
Notices.

All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Mortgage.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first written above.

Signed, Sealed and Delivered
In the Presence of:

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SABBATINI

MEITAL 1 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SABBATINI

MEITAL 2 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SABBATINI

MEITAL 3 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SABBATINI

JULIA 1 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SABBATINI

JULIA 2 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 20 day of March, 2015, by Marc Eisenmann, as Manager of MEITAL 1 LLC, a Florida limited liability company; MEITAL 2 LLC, a Florida limited liability company; MEITAL 3 LLC, a Florida limited liability company; JULIA 1 LLC, a Florida limited liability company; and JULIA 2 LLC, a Florida limited liability company who is personally known to me or has produced a Driver's License as identification.

Notary Name: _____
Commission No.: _____

My commission expires:

RUSSELL S. JACOBS
MY COMMISSION # FF 133652
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

THIS INSTRUMENT PREPARED BY:
BERTRAM A. SAPURSTEIN, ESQ.
SAPURSTEIN & BLOCH, P.A.
9700 SOUTH DIXIE HIGHWAY
SUITE 1000
MIAMI, FLORIDA 33156
TEL. 305-670-9500

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

FUTURE ADVANCE AND MORTGAGE MODIFICATION AGREEMENT

THIS FUTURE ADVANCE AND MORTGAGE MODIFICATION AGREEMENT made and effective as of this 20th day of July, 2017, by and between:

EXECUTIVE NATIONAL BANK
9600 North Kendall Drive, Miami, FL 33176
(hereinafter referred to as "Lender")

and

JULIA 1 LLC
JULIA 2 LLC
MEITAL 1 LLC
MEITAL 2 LLC
MEITAL 3 LLC
333 OKLAHOMA ST HOLLYWOOD, FL 33019
324 MCKINLEY ST HOLLYWOOD, FL 33019
333 CLEVELAND STREET HOLLYWOOD, FL 33019
345 CLEVELAND ST HOLLYWOOD, FL 33019
1915 N. OCEAN DR HOLLYWOOD, FL 33019
(hereinafter referred to as "Borrower")

and

MARC EISENMANN
(hereinafter referred to as "Guarantor")

W I T N E S S E T H:

WHEREAS, Borrower executed a Commercial Promissory Note in favor of Lender in the sum of Four Million Seven Hundred Fifty Thousand and 00/100 ($4,750,000.00) Dollars dated March 20, 2015, (the "Original Note"), which Note is secured by a certain Mortgage (the "Mortgage") executed by Borrower, in favor of

Documentary Stamps in the amount of $16,625.00 and Intangible Tax in the amount of $9,500.00, were affixed to the Mortgage recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, based on the principal sum of $4,750,000.00. Documentary stamps will be paid on the new money amount of $1,518,208.12.

Lender on March 20, 2015, and recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, encumbering real property located in Broward County, Florida, more particularly described as:

PARCEL 1 Lots 10 and 11, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

PARCEL 2 Lots 12 and 13, Less the West 12.81 feet thereof in Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

PARCEL 3 Lots 14 and 15, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, Less the Westerly 12.81' of said Lots 14 and 15 for right of way.

PARCEL 4 Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

PARCEL 5 Lots 16 and 17, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and,

WHEREAS, Borrower has requested from Lender a Future Advance in the amount of One Million Five Hundred Eighteen Thousand Two Hundred Eight and 12/100 ($1,518,208.12) Dollars ; and

WHEREAS, Guarantor has joined in the request for a Future Advance; and

WHEREAS, Borrower has executed and delivered a Consolidated and Restated Commercial Promissory Note with an effective date of July 20, 2017, in the principal amount of Six Million and 00/100 ($6,000,000.00) Dollars, "Renewal Note"; and

WHEREAS, Borrower and Lender are desirous of having the Mortgage secure all indebtedness due under the Original Note and Renewal Note.

NOW, THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by Borrower to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The foregoing recitals are true and correct.

2. The Mortgage shall continue to secure the obligations of the Original Note and Renewal Note;

3. The parties acknowledge that the current outstanding principal balance due Lender is Four Million Four Hundred Eighty-One Thousand Seven Hundred Ninety-One and 88/100 ($4,481,791.88) Dollars.

4. Borrower and Guarantor acknowledge that the balance due as set forth in paragraph three (3) above represents valid and existing indebtedness due and payable by the Borrower to the Lender, and further acknowledge and represent that the Borrower and Guarantor have no set-offs or defenses of any kind or nature whatsoever with respect to the unpaid principal balance or accrued interest due and owing on the Original Note.

5. Borrower shall make payments pursuant to the terms and conditions of the "Renewal Note".

6. The parties hereto agree that except as otherwise set forth, modified and/or amended, all of the terms, covenants and conditions of the Original Note, Renewal Note, and Mortgage shall remain in full force and effect.

7. This Future Advance and Mortgage Modification Agreement is not intended to be, nor shall it be deemed or construed to be a novation or release with regard to the Mortgage recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, nor will same affect the validity and priority of the lien of the Mortgage which secures that certain Promissory Note dated March 20, 2015, in the original principal sum of Four Million Seven Hundred Fifty Thousand and 00/100 ($4,750,000.00) Dollars.

8. This Agreement shall be binding upon and inure to the benefit of the heirs and/or successors and assigns of the parties hereto and shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in Miami-Dade County, Florida, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

(Print Name) Carolyn Berlin

(Print Name) Russell Jacobs

LENDER:

EXECUTIVE NATIONAL BANK

By: _____
PETER FERNANDEZ, Executive Vice President

BORROWER(S):

JULIA 1 LLC, a Florida limited liability company and JULIA 2 LLC, a Florida limited liability company and MEITAL 1 LLC, a Florida limited liability company and MEITAL 2 LLC, a Florida limited liability company and MEITAL 3 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

(Print Name) Peter Fernandez

(Print Name) Russell Jacobs

GUARANTOR:

_____
MARC EISENMANN

Print Name: Peter Fernandez

Print Name: Russell Jacobs

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared PETER FERNANDEZ, Executive Vice President of EXECUTIVE NATIONAL BANK, Lender, who acknowledged the foregoing in his capacity as same for the purposes herein described this 16 day of August, 2017.

_____
NOTARY PUBLIC, State of Florida

Personally Known____ Produced Identification ___
Identification Produced_____

RUSSELL S. JACOBS
MY COMMISSION # FF 133852
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared MARC EISENMANN, individually and as Manager, of JULIA 1 LLC, a Florida limited liability company; JULIA 2 LLC, a Florida limited liability company; MEITAL 1 LLC, a Florida limited liability company; MEITAL 2 LLC, a Florida limited liability company and MEITAL 3 LLC, a Florida limited liability company, who acknowledged the foregoing in his capacity as same for the purposes herein described this 16 day of August, 2017.

NOTARY PUBLIC, State of Florida

Personally Known X Produced Identification ___
Identification Produced_____

RUSSELL S. JACOBS
MY COMMISSION # FF 133[illegible]
EXPIRES: July 16, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Jacqueline Lage, Esq. 305-591-8844
B. Email Address Jacqueline@glfllaw.com

C. SEND ACKNOWLEDGEMENT TO:
Name Gonzalez Lage, PA
Address 8750 NW 36 Street #425
Address
City/State/Zip Miami, Florida 33178

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME MEITAL 1 LLC, a Florida limited liability company				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 3350 SW 57 Place	This space not available.			
MAILING ADDRESS Line Two	CITY Fort Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME MEITAL 2 LLC, a Florida limited liability company				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 3350 SW 57 Place	This space not available.			
MAILING ADDRESS Line Two	CITY Fort Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Executive National Bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 9600 North Kendall Drive	This space not available.			
MAILING ADDRESS Line Two	CITY Miami	STATE FL	POSTAL CODE 33176	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral:

See Exhibits "A" and "B" attached hereto and made a part hereof

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

Executive National Bank loan to Meital, et al.

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STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDITIONAL PARTY

18. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

18a. ORGANIZATION'S NAME			
MEITAL 1 LLC, a Florida limited liability company			
18b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. MISCELLANEOUS:

Executive National Bank loan to Meital, et al. i/a/o $4,750,000.00.

See Exhibits "A" and "B" attached hereto and made a part hereof.

20. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (20a OR 20b) – Do Not Abbreviate or Combine Names

20.a ORGANIZATION'S NAME				
MEITAL 3 LLC, a Florida limited liability company				
20.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
20.c MAILING ADDRESS Line One 3350 SW 57 Place	This space not available.			
MAILING ADDRESS Line Two	CITY Fort Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (21a OR 21b) – Do Not Abbreviate or Combine Names

21.a ORGANIZATION'S NAME				
JULIA 1 LLC, a Florida limited liability company				
21.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
21.c MAILING ADDRESS Line One 3350 SW 57 Place	This space not available.			
MAILING ADDRESS Line Two	CITY Fort Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (22a OR 22b) – Do Not Abbreviate or Combine Names

22.a ORGANIZATION'S NAME				
JULIA 2 LLC, a Florida limited liability company				
22.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
22.c MAILING ADDRESS Line One 3350 SW 57 Place	This space not available.			
MAILING ADDRESS Line Two	CITY Fort Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

23.☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME – INSERT ONLY ONE SECURED PARTY (23a OR 23b)

23.a ORGANIZATION'S NAME				
23.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
23.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

24.☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME) – INSERT ONLY ONE SECURED PARTY (24a OR 24b)

24.a ORGANIZATION'S NAME				
24.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
24.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

MC

Exhibit "A"

Collateral

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real property described in the Mortgage and in Exhibit "B" attached hereto (the "Property"), and all fixtures, machinery, appliances, equipment, furniture, and property of every nature whatsoever, now or hereafter owned by either Debtor and located in or on, or attached to, or used or intended to be used in connection with the operation of, the Property, buildings, structures or other improvements, such as, without limitation, all apparatus, machinery, appliances, equipment, radiators, ranges, refrigerators, awnings, shades, blinds, incinerating equipment, power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, lifting, cleaning, fire prevention, fire extinguishing, ventilating and communications apparatus, boilers, vacuum cleaning systems, elevators, escalators, screens, storm doors and windows, stoves, wall beds, attached cabinets, partitions, ducts, compressors, rugs and carpets, draperies, furniture and furnishings.

All building materials and equipment now or hereafter delivered to the Property and intended to be installed therein including, but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wall-heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures, and unattached refrigerating, cooking, heating, ventilating, and air conditioning ducts, appliances and equipment, kitchen goods, hotel goods, restaurant goods, bar goods, tools, lawn equipment, floor coverings, and elevators.

All rights, title and interest of each Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on the Property, or under or above the same, or any part or parcel thereof.

All easements, rights-of-way, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and sanitary and storm sewer systems now or hereafter owned by either Debtor which are now or hereafter located by, over, and/or upon the Property, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances; and all paving for streets, roads, walkways or entrance ways now or hereafter owned by either Debtor and which are now or hereafter located on the Property, or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by either Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law, as well as in equity, of each Debtor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property, or any part thereof, or to any rights appurtenant thereto. Also all architectural building plans and specifications and all abstracts of title relating to the Property.

All of each Debtor's right, title and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by or on behalf of either Debtor, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

All of each Debtor's right, title and interest as seller, in and to all agreements for the sale of the Property, or any part thereof, heretofore made and entered into, and in and to all sale agreements hereafter made and entered into, by or on behalf of either Debtor, together with all deposits and payments in connection therewith, together with any and all guarantees of such agreements, together with any and all receivables now or hereafter due either Debtor with respect to such agreements.

All of each Debtor's right, title and interest in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to (a) the Property or personal property, or (b) rents, revenues, income, profits or proceeds from service agreements or contracts, leases, franchises, concessions or licenses of or on any part of the Property.

All contracts and contract rights and accounts of each Debtor now or hereafter arising from contracts now or hereafter entered into in connection with development, construction upon or operation of the Property (including without limitation, all warranties or guaranties by third parties, all deposits held by or on behalf of each Debtor, and all management, franchise, license and service agreements related to the business now or hereafter conducted by each Debtor on the Property).

All accounts, contract rights, goods, inventory, intangible personal property, permits, licenses, liquor licenses, and all personal property, whether actually or constructively attached to, connected with, or associated with the Property.

All of the right, title and interest of each Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Property.

All of each Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.

All of each Debtor's right to recover distributions made to members of either Debtor pursuant to Chapter 608, Florida Statutes or in accordance with any documentation governing each Debtor.

All of each Debtor's right, title and interest (i) as "Developer" of the Property, (ii) as declarant under one or more Declarations of Restrictions or Covenants filed or to be filed and relating to any portion of the Property, and (iii) in and to all homeowners documents and homeowner association documents and approvals of the same relating to any portion of the Property.

All instruments, documents, chattel papers and general intangibles relating to or arising from the foregoing collateral, and all cash and non-cash proceeds and products thereof.

All products, proceeds, additions, improvements, and accessions thereto, and replacements, renewals, accessions, or substitutions thereto, in and to any of the items hereinabove set forth.

Exhibit "B"

Parcel I:

Lots 10 and 11, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel II:

Lots 12 and 13, Less the West 12.81 Feet for Road Right of Way, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel III:

Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, less the Westerly 12.81 Feet of Said Lots 14 and 15 for Right of Way.

Parcel IV:

Lots 8, 9, 10, and 11, Block 9, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel V:

Lots 16 and 17, Block 9, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Sheron Proulx 786-780-1957
Email Address

B. SEND ACKNOWLEDGEMENT TO:
Name Executive National Bank
Address 13450 SW 128 Street, Bay 12
Address
City/State/Zip Miami, Florida 33186

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 112909337

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION – DEBTOR NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME			
MEITAL 1 LLC, a Florida limited liability company			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3. CURRENT RECORD INFORMATION – SECURED PARTY NAME – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME			
Executive National Bank			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

4. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. ■ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ☐ **ASSIGNMENT** ☐ Full or ☐ Partial: Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. ☐ **AMENDMENT** (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

☐ **DELETE** name: Give record name to be deleted in item 8a or 8b.

☐ **ADD** name: Complete item 9a or 9b, and 9c.

8. CURRENT RECORD INFORMATION – INSERT ONLY ONE NAME (8a OR 8b) – Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: – INSERT ONLY ONE NAME (9a OR 9b) – Do Not Abbreviate or Combine Names

9.a ORGANIZATION'S NAME				
9.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
9.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

10. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ DELETE or ☐ ADD, or give entire ☐ RESTATE collateral description, or describe collateral ☐ ASSIGN collateral

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

12. OPTIONAL FILER REFERENCE DATA

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1" = 100'

A subdivision of a part of Section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C. & T. Cds Canal. Thence run northerly upon and along the East bank of the F.C.L.C. & T. Cds Canal two thousand seven hundred and Two Tenths (2700.2) feet to a point on the half section line of Section twelve (12); Thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; Thence run meandering southerly upon and along high water line of Atlantic Ocean five thousand six hundred eighty six and twenty five hundredths (5686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Cds Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank Chinsky, Engineer
License No 272

State of Florida
Broward County } SS

Know all men by these presents that the HomeSeeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

HomeSeeker's Realty Company

CORP. SEAL

By President Joseph W. Young

Attest Secretary Lillian Allen

State of Florida
County of Dade } SS

I, Mary Moore, a Notary Public in and for said County and State do hereby certify that on the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of HomeSeeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and restrictions therein set forth as their free and voluntary act and the free and voluntary act of the said HomeSeeker's Realty Company for the uses and purposes therein set forth

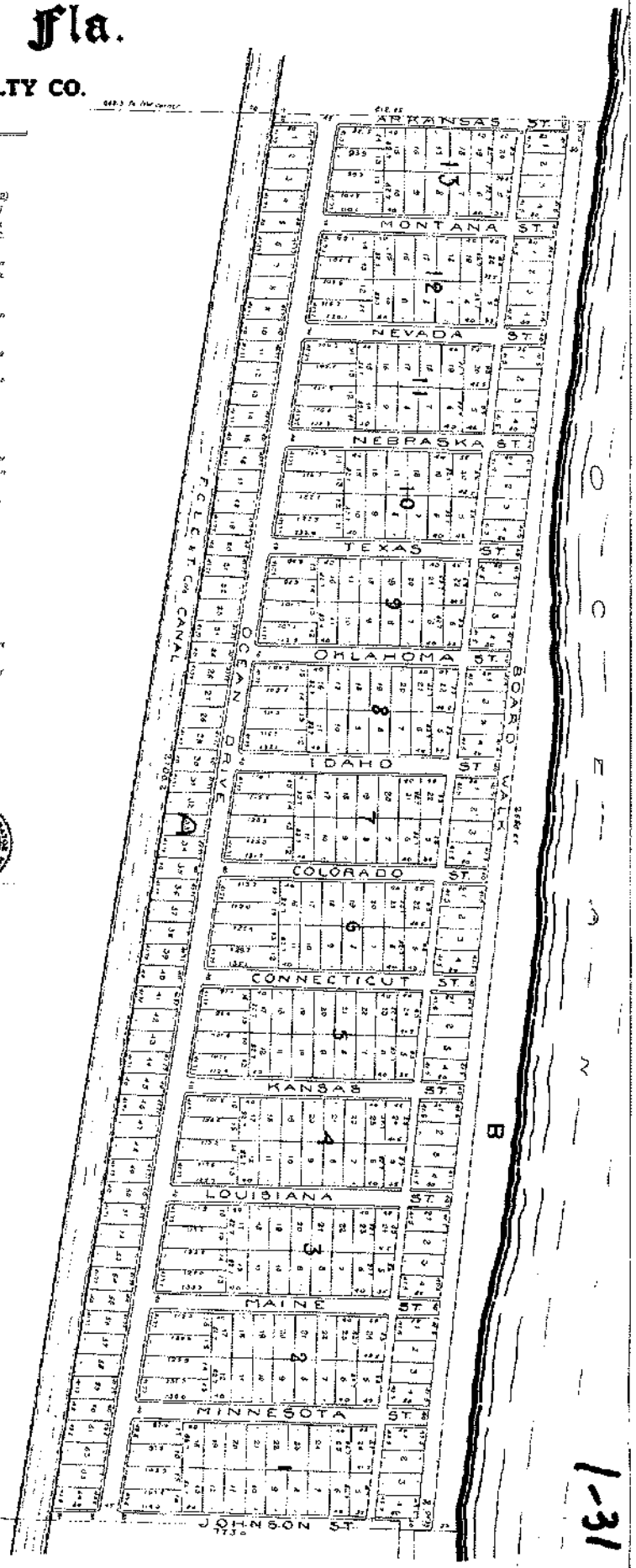
Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923

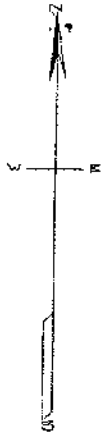
My Commission expires on the 1st day of July 1926

Mary Moore
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 5 page 53 of Public Records of Broward County, Florida.
WITNESS my hand and official seal this 21st day of May 1987
CLAYTON E. ORR, County Administrator
By D.C.





1-31

1989

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
Petition No. 71-2-71
WITNESS my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

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OR 7489 PG 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEINS

28

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B", and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

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inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PG 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

RE 7489 PAGE 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BB-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

REC 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. AlA to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

BK 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Judge DEC 9 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, santance, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

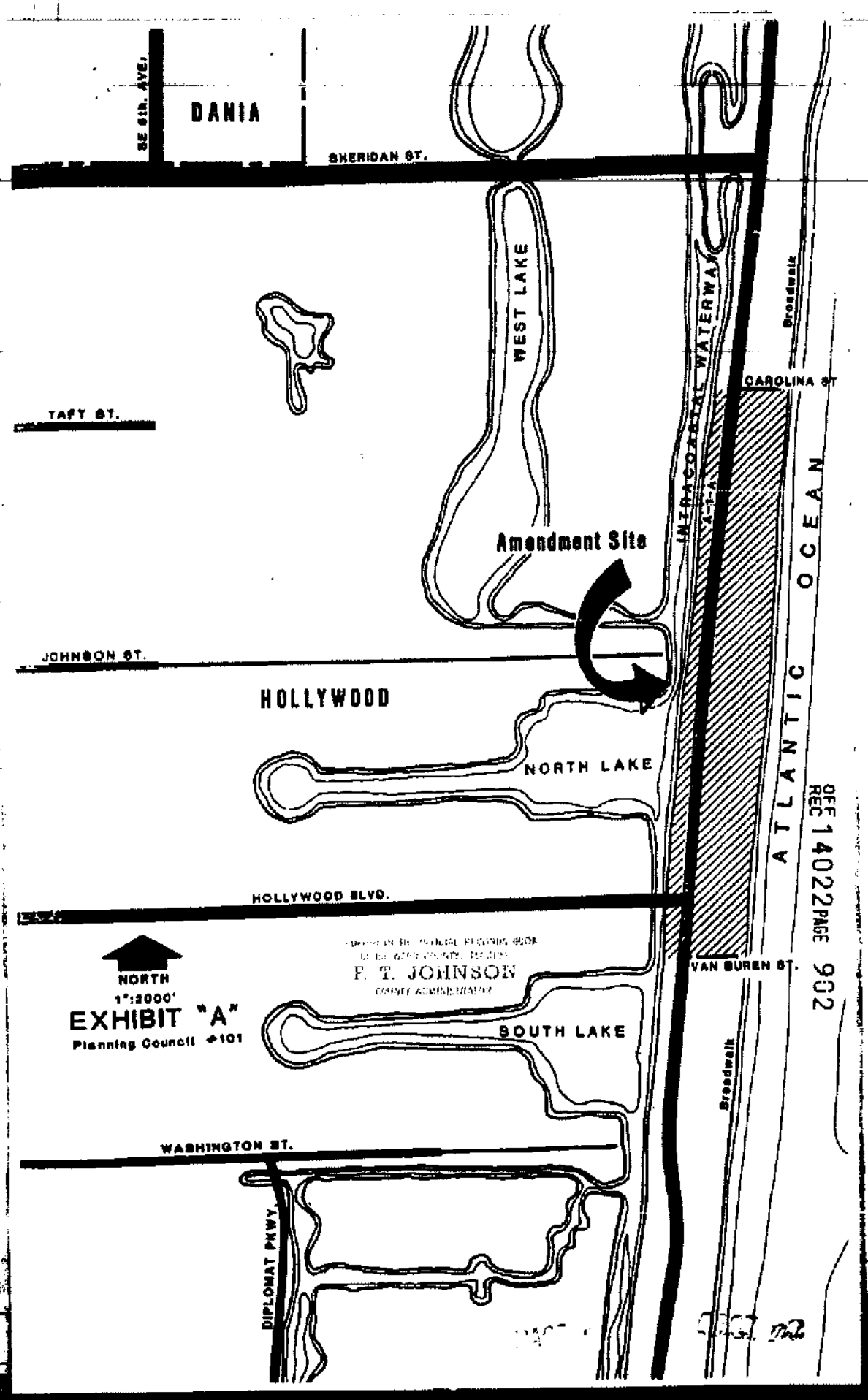
OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642 Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 900

DEC 8 1986

Division of Office of Planning

Return to Mailer

13 00 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 7th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

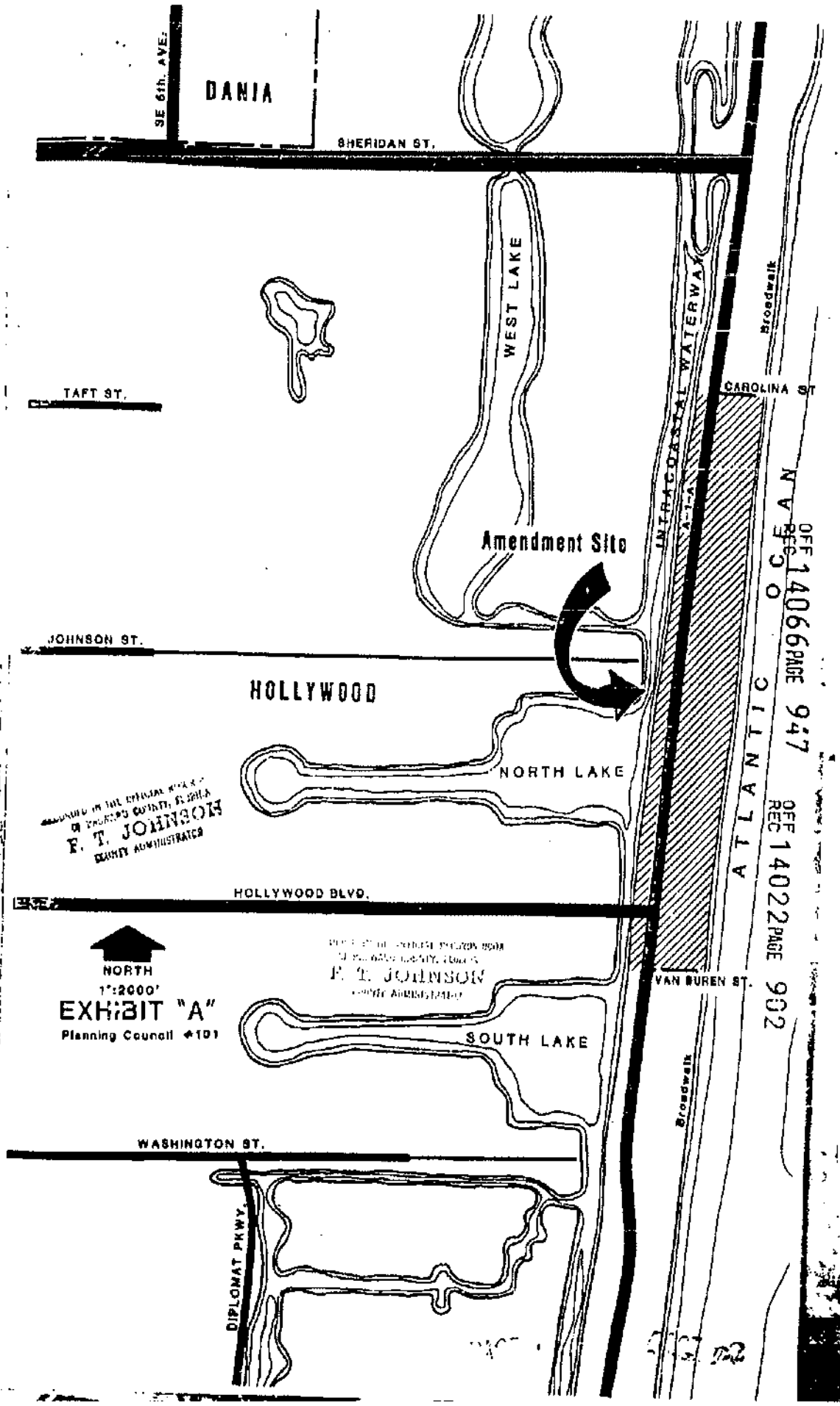
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 20 01, by Mara Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13964
EXPIRES AUG 26 2002
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

CFN # 102434727, OR BK 34145 Page 1891, Page 1 of 5, Recorded 11/21/2002 at 03:34 PM, Broward County Commission, Deputy Clerk 1034

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

PLANNING COUNCIL 11/12/02 #19 2pm
SUBMITTED BY Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

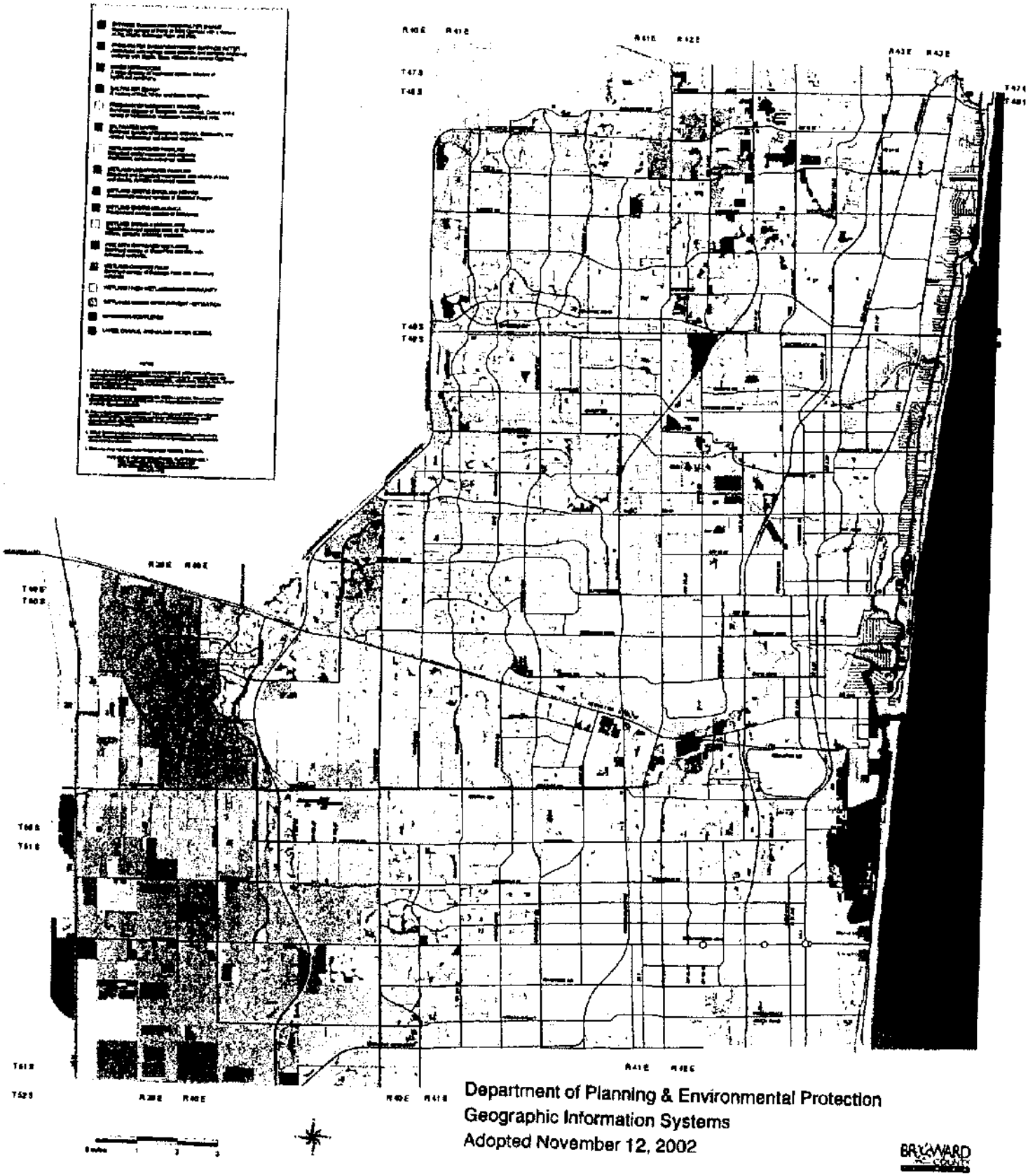
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

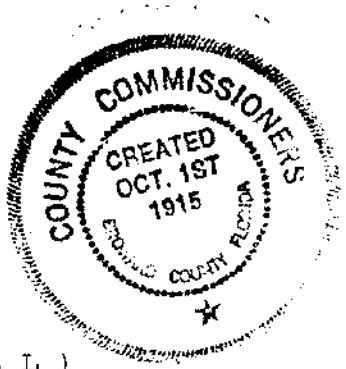
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102178
Street Address: 326 NEBRASKA STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lot 16, Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Paradise Julia Terrace LLC, a Florida limited liability company and YS Real Estate Investments LLC, an Arkansas limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See pages 2 and 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1521

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102178
Street Address: 326 NEBRASKA STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from George F. Taylor and Laurel M. Taylor, his wife, to Frank A. Taylor and Mary P. Taylor, his wife, dated October 31, 1968, filed November 1, 1968, and recorded in Official Records Book 3781, Page 756.**

2. **Warranty Deed from Frank A. Taylor and Mary P. Taylor, his wife, to Silver Spray Motel, Inc., a Florida corporation, dated August 1, 1988, filed August 5, 1988, and recorded in Official Records Book 15668, Page 253.**

3. **Quit Claim Deed from Silver Spray Motel, Inc., a Florida corporation, to Bette's Place, Inc., a Florida corporation, dated August 15, 1988, filed August 18, 1988, and recorded in Official Records Book 15703, Page 775.**

4. **Warranty Deed from Bette's Place, Inc., a Florida corporation, to Nebraska Street Apartments, LLC., a Florida limited liability company, dated August 25, 2014, filed September 2, 2014, and recorded in Official Records Book 51058, Page 110.**

5. **Warranty Deed from Nebraska Street Apartments, LLC, a Florida limited liability company, to DMR Nebraska Inc., a Florida corporation, dated August 20, 2019, filed August 21, 2019, and recorded in Instrument # 116005367.**

6. **Warranty Deed from DMR Nebraska, Inc., a Florida Profit Corporation, to Paradise Julia Terrace LLC, a Florida limited liability company, and YS Real Estate Investments LLC, an Arkansas limited liability company, dated March 14, 2022, filed March 18, 2022, and recorded in Instrument # 118017316.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Paradise Julia Terrace LLC, a Florida limited liability company, and YS Real Estate Investments LLC, and Arkansas limited liability company, to International Finance Bank, dated March 14, 2022, filed March 18, 2022, and recorded in Instrument # 118017321; Assignment of Leases, Rents and Profits, filed March 18, 2022, and recorded in Instrument # 118017322.**

2. **UCC Financing Statement Form, filed March 18, 2022, and recorded in Instrument # 118017323.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102178
Street Address: 326 NEBRASKA STREET
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS (cont.):

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152530.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Paradise Julia Terrace LLC
YS Real Estate Investments LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102178
Street Address: 326 NEBRASKA STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	326 NEBRASKA STREET, HOLLYWOOD FL 33019-3439	ID #	5142 12 01 1521
Property Owner	PARADISE JULIA TERRACE LLC YS REAL ESTATE INVESTMENTS LLC	Millage	0513
		Use	39-08
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$1,142,050	$1,291,050	$1,291,050	
2022	$149,000	$993,170	$1,142,170	$846,480	$20,185.82
2021	$149,000	$620,530	$769,530	$769,530	$16,824.10

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Portability	0	0	0	0
Assessed/SOH	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,291,050	$1,291,050	$1,291,050	$1,291,050

Sales History

Date	Type	Price	Book/Page or CIN
3/14/2022	WD*-E	$1,600,000	**118017316**
8/20/2019	WD*-D	$1,325,000	**116005367**
8/25/2014	WD-D	$600,000	**112501256**
8/1/1988	QCD	$100	**15703 / 775**
10/1/1968	WD	$25,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1900
Units		5
Eff./Act. Year Built: 1970/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
1900								

Search > Account Summary

Real Estate Account #514212-01-1521

Owner:
PARADISE JULIA TERRACE LLC
YS REAL ESTATE INVESTMENTS LLC

Situs:
326 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$19,378.39**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $19,378.39	11/28/2022	**Receipt** #EEX-22-00000255	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $16,151.14	11/30/2021	**Receipt** #01C-21-00000903	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $17,903.84	11/30/2020	**Receipt** #039-20-00001157	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $16,328.13	12/31/2019	**Receipt** #03A-19-00002865	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $14,814.97	11/01/2018	**Receipt** #13B-18-00000631	Print (PDF)
2017					
2017 Annual Bill	$0.00	**Paid** $16,514.51	11/01/2018	**Receipt** #13B-18-00000630	Print (PDF)
Certificate #16953		**Redeemed**	11/01/2018	**Face** $15,722.15, **Rate** 0.25%	
		Paid $16,514.51			
2016 Annual Bill	$0.00	**Paid** $13,158.95	12/27/2016	**Receipt** #WWW-16-00085034	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $10,796.65	11/30/2015	**Receipt** #WWW-15-00067263	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $7,979.41	02/09/2015	**Receipt** #WWW-14-00084417	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $7,566.24	11/27/2013	**Receipt** #WC1-13-00004844	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $7,496.65	01/31/2013	**Receipt** #WC1-12-00006969	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $7,185.96	01/03/2012	**Receipt** #WC1-11-00005336	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $7,492.47	12/29/2010	**Receipt** #WC1-10-00005748	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $7,368.29	12/31/2009	**Receipt** #WC1-09-00009699	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $6,907.32	12/31/2008	**Receipt** #2008-7805219	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $7,414.98	11/27/2007	**Receipt** #2007-1800933	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $8,022.66	12/29/2006	**Receipt** #2006-1902038	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $5,962.70	12/29/2005	**Receipt** #2005-1903589	Print (PDF)
2004 Annual Bill	$0.00	**Paid** $5,317.02	02/25/2005	**Receipt** #2004-1902817	Print (PDF)
Total Amount Due	**$0.00**				

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Real Estate Account #514212-01-1521

Owner:
PARADISE JULIA TERRACE LLC
YS REAL ESTATE INVESTMENTS LLC

Situs:
326 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687353	LE-74036	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $20,185.82

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$846,480.00	$0.00	$846,480.00	$4,681.54
VOTED DEBT	0.13840	$846,480.00	$0.00	$846,480.00	$117.15
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,142,170.00	$0.00	$1,142,170.00	$5,083.80
CAPITAL OUTLAY	1.50000	$1,142,170.00	$0.00	$1,142,170.00	$1,713.25
VOTER APPROVED DEBT LEVY	0.18730	$1,142,170.00	$0.00	$1,142,170.00	$213.93
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$846,480.00	$0.00	$846,480.00	$27.68
OKEECHOBEE BASIN	0.10260	$846,480.00	$0.00	$846,480.00	$86.85
SFWMD DISTRICT	0.09480	$846,480.00	$0.00	$846,480.00	$80.25
SOUTH BROWARD HOSPITAL	0.10100	$846,480.00	$0.00	$846,480.00	$85.49
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$846,480.00	$0.00	$846,480.00	$380.92
CITY OF HOLLYWOOD					
Total Ad Valorem Taxes	20.77530				$19,400.82

HOLLYWOOD OPERATING	7.46650	$846,480.00	$0.00	$846,480.00	$6,320.24
DEBT SERVICE	0.68830	$846,480.00	$0.00	$846,480.00	$582.63
FL LIVABLE AUTHORITY	0.03200	$846,480.00	$0.00	$846,480.00	$27.09
Total Ad Valorem Taxes	**20.77520**				**$19,400.82**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$661.00
HLWD FIRE INSPECTION		$124.00
Total Non-Ad Valorem Assessments		**$785.00**

Parcel Details

Owner: PARADISE JULIA TERRACE LLC
YS REAL ESTATE INVESTMENTS LLC

Situs: 326 NEBRASKA ST

Account 514212-01-1521

Alternate Key 687353

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: INTERNATIONAL FINANCE BANK (LE-74036)
801 BRICKELL AVE
SUITE 2400
MIAMI, FL 33131

Assessed value: $846,480

School assessed value: $1,142,170

2022 TAX AMOUNTS

Ad valorem:	$19,400.82
Non-ad valorem:	$785.00
Total Discountable:	$20,185.82
Total tax:	$20,185.82

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16 BLK 10

LOCATION

Book, page, item:	--
Property class:	
Township:	51
Range:	42
Section:	12
Use code:	39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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68-125769

WARRANTY DEED (STATUTORY)

DIXIE FORM 00

Warranty Deed

OFF. REC. 3781 PAGE 756

This Indenture, *Made this* 31st *day of* October *, A.D. 1968 .*

75.00
37.50

BETWEEN GEORGE F. TAYLOR and LAUREL M. TAYLOR , his wife

of the County of Broward *, in the State of Florida, parties of the first part, and*
FRANK A. TAYLOR and MARY P. TAYLOR, his wife
326 Nebraska st. Hollywood, Fla.

of the County of Broward *, in the State of Florida, parties of the second part.*

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars & other good & valuable considerations---------*Dollars, to* them *in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained and sold to the said parties of the second part,* their *heirs and assigns, forever, the following described land, situate, lying and being in the County of* Broward *and State of Florida, to-wit:*

Lot Sixteen (16), in Block Ten (10) of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida; together with the improvements thereon and the furniture, furnishings, and equipment therein.

'68 NOV 1 PM 1:48

BROWARD COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX COMPTROLLER NOV 1 '68 $75.00

THIS INSTRUMENT PREPARED BY
GEORGE F. TAYLOR, ATTORNEY-AT-LAW
2713 COOLIDGE
HOLLYWOOD, FLA

And the said parties of the first part do hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have *hereunto set* their *hand* s *and seal* s *the day and year above written.*

Signed, Sealed and Delivered in our Presence:

Jennifer Langton
Mirna J. Kigen

George F. Taylor (SEAL)
George F. Taylor

Laurel M. Taylor (SEAL)
Laurel M. Taylor

STATE OF Florida
COUNTY OF Broward

OFF REC 3781 PAGE 757

I Hereby Certify. That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments. George F. and Laurel M. Taylor

to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Hollywood, Fla. , County of Broward and State of Fla. , this 31st day of October A. D. 19 68

Notary Public, State of
My commission expires

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

STATE OF
County of

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments.

to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at , County of and State of , this day of , A. D. 19 .

My commission expires:

Notary Public, State of

DIXIE FORM 90

Warranty Deed

SPECIAL ACKNOWLEDGEMENT

FROM

TO

Dated

State of Florida,
County of

I,
Clerk of the Circuit Court in and for said county, hereby certify that the foregoing deed has this day been duly recorded in the public records of said County, in Book , Page .

WITNESS my hand and seal this day of , A. D. 19 .

Clerk of Circuit Court

PAGE 757

88211555

WARRANTY DEED
INDIVID TO INDIVID

RAMCO FORM 01

This Warranty Deed *Made the* 1st *day of* August *A. D.* 1988 *by*

FRANK A. TAYLOR and MARY P. TAYLOR, his wife

hereinafter called the grantor to

SILVER SPRAY MOTEL, INC., a Florida corporation

whose postoffice address is 2115 North Ocean Drive, Hollywood Beach, FL 33019 *hereinafter called the grantee:*

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

Witnesseth: *That the grantor, for and in consideration of the sum of* $10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Broward *County, Florida, viz.:*

Lot 16, in Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 1988 and all subsequent years.
2. Conditions, restrictions, easements, limitations, and zoning ordinances of record, if any.

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987.*

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

In Witness Whereof, *the said grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in our presence:

Michele Cooper

Frank A. Taylor (L.S.)
FRANK A. TAYLOR

Mary P. Taylor (L.S.)
MARY P. TAYLOR

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

FRANK A. TAYLOR and MARY P. TAYLOR, his wife

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August A. D. 19 88.

Notary Public, State of Florida

This Instrument prepared by

Address

HOLLYWOOD, FLORIDA 33021

SPACE BELOW FOR RECORDERS USE

$8250 Tax paid in Broward County for documentary stamp tax pursuant to law.
Deputy

BK15668PG253

QUIT-CLAIM DEED 88-330224 RAMCO FORM 8

This Quit-Claim Deed, *Executed this* 15 *day of* August *A. D.* 1988 *by*

SILVER SPRAY MOTEL, INC., a Florida corporation,

first party, to

BETTE'S PLACE, INC., a Florida corporation

whose postoffice address is 326 Nebraska Street, Hollywood, Florida 33019

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Broward *State of* Florida *, to-wit:*

Lot 16, in Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

$ .55 has been Paid in Broward County for Documentary Stamp Tax as required by law.

Deputy

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said 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 presence of:

SILVER SPRAY MOTEL, INC.

By: Denise Grenier (L.S.)

(L.S.)

STATE OF FLORIDA,
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DENISE GRENIER, AS SECRETARY OF SILVER SPRAY MOTEL, INC.

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of August A. D. 1988.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUNE 16, 1990
BONDED THRU GENERAL INS. UND.

This Instrument prepared by:

Address

THIS INSTRUMENT PREPARED BY:
VICTOR E. DUMONT, JR.
ATTORNEY
326 NEBRASKA ST.
HOLLYWOOD, FLORIDA 33019

BK 15703 PG 775

88 AUG 12 AM 11 02

INSTR # 112501256, OR BK 51058 PG 110, Page 1 of 1, Recorded 09/02/2014 at 02:40 PM, Broward County Commission, Doc. D: $4200.00 Deputy Clerk ERECORD

THIS INSTRUMENT PREPARED BY AND RETURN TO:
STEPHEN J. STRALEY
ACTION TITLE COMPANY
2699 STIRLING ROAD, SUITE C-204
FT. LAUDERDALE, FLORIDA 33312
Property Appraisers Parcel Identification (Folio) Numbers: 514212-01-1521
Documentary Stamps are based on a sales price of $600,000.00

_____ Space Above This Line For Recording Data _____

THIS WARRANTY DEED, made the 25th day of August, 2014 by **BETTE'S PLACE, INC., A FLORIDA CORPORATION,** herein called the grantors, to **NEBRASKA STREET APARTMENTS, LLC., A FLORIDA LIMITED LIABILITY COMPANY** , whose post office address is **300 OREGON STREET, HOLLYWOOD, FL 33019**, hereinafter called the Grantees:
(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)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, namely:

Lot 16, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and to taxes for the year 2014 and thereafter.

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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

BY: GILLES GRENIER, PRESIDENT
331 NEVADA STREET, HOLLYWOOD, FL 33019

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged before me this 25th day of August, 2014 by **GILLES GRENIER, PRESIDENT OF BETTE'S PLACE, INC., A FLORIDA CORPORATION** who are personally known to me or have produced **VALID PHOTO ID** as identification.

SEAL

CRYSTAL PINARD
MY COMMISSION # FF 112615
EXPIRES: April 23, 2018
Bonded Thru Notary Public Underwriters

Notary Public

Printed Notary Name

My Commission Expires:

File No. 1425955

Return to:
Joan I. Neuwirth, Esq.
Attorney at Law
Steinberg Garellek, P.L.
200 East Palmetto Park Road, Suite 103
Boca Raton, FL 33432
File Number: 43066.5 Scholyar

Prepared by:
Kurt S. Hilberth, Esq.
Attorney at Law
Law Office of Kurt S. Hilberth, P.A.
1930 Tyler Street
Hollywood, FL 33020
954-925-8080
File Number: 30361

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 20 day of August, 2019 between **Nebraska Street Apartments, LLC, a Florida limited liability company** whose post office address is **300 Oregon Street, Apt. 506, Hollywood, FL 33019**, grantor, and **DMR Nebraska Inc., a Florida corporation** whose post office address is **1907 N. Surf Road, Hollywood, FL 33019**, 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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

PARCEL 1:

Lot 16, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142-12-01-1521

and

PARCEL 2:

Lot 9, Block 11, HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142-12-01-1630

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims and incumbrances of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018.**

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:

Witness Name: Gisela Mavilla

Witness Name: KURT HILBERTH

Nebraska Street Apartments, LLC, a Florida limited liability company

By: _____
Andres Llopart, Member

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 20 day of August, 2019 by Andres Llopart, as a member of Nebraska Street Apartments, LLC, on behalf of the limited liability company. He [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public State of Florida
Kurt S Hilberth
My Commission GG 152659
Expires 10/19/2021

Notary Public

Printed Name: KURT HILBERTH

My Commission Expires: _____

DoubleTime®

Prepared by:
Norman Powell, Esq.
Law Offices of Norman C. Powell
1666 John F Kennedy Causeway
Suite # 420
North Bay Village, FL 33141

Returned to:
The Americas Title Group, LLC
20900 Ne 30th Ave, 8th Floor,
Suite 817
Aventura, FL 33180

(Space Above This Line for Recording Data)

Warranty Deed

This Warranty Deed made this 14th day of March 2022 between **DMR Nebraska, Inc., a Florida Profit Corporation,** whose post office address is 200 E. Palmetto Park Road, Suite 103, Boca Raton, FL 33432, Grantor; and **Paradise Julia Terrace LLC, a Florida limited liability company, and YS Real Estate Investments LLC, an Arkansas limited liability company,** whose post office address is 326 Nebraska St, Hollywood, Florida 33019, Grantees:

(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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 16, Block 10, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Property Appraisers Parcel I.D. (Folio) Number: 514212-01-1521

and

Lots 9, Block 11, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Property Appraisers Parcel I.D. (Folio) Number: 514212-01-1630

SUBJECT to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2021 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; without serving to re-impose any of the foregoing.

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 Grantors hereby covenants with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

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:

Witness Signature

Witness Name

Witness Signature

Witness Name

DMR Nebraska Inc.,
a Florida Profit Corporation,
by Gil SHCOLYAR, President

State of FLORIDA

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 14th day of March, 2022 by **DMR Nebraska Inc., a Florida Profit Corporation by Gil SHCOLYAR, President,** who [_] is personally known to me or [X] have produced a driver's license as identification.

OLGA GEYKHMAN
Notary Public-State of Florida
Commission # HH 8052
My Commission Expires
June 09, 2024

Notary Public

Printed Name: Olga Geykhman

My Commission Expires: _____

(Notary Seal)

This Instrument was Prepared By
Jorge Sanchez-Galarraga, Esq.
1313 Ponce de Leon Boulevard
Suite 301
Coral Gables, Florida 33134

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**"), executed and delivered as of this 14 day of March, 2022, by Paradise Julia Terrace LLC, a Florida limited liability company, whose address is 3350 S.W. 57th Place, Ft. Lauderdale, Florida 33312 and YS Real Estate Investments LLC, an Arkansas limited liability company, whose address is 14 Belvedere Lane, Lakewood, New Jersey 08701 (hereinafter collectively called the "**Mortgagor**"), to International Finance Bank, whose address is 777 SW 37th Avenue, Suite 700, Miami, Florida 33135 (hereinafter called the "**Mortgagee**"), which terms Mortgagor and Mortgagee, shall include all natural and artificial persons described as Mortgagor and Mortgagee, and shall be deemed to extend to, bind and benefit their respective heirs, executors, administrators, successors, legal representatives and assigns:

WITNESSETH:

For divers good and valuable considerations, including the principal amount of FIVE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($5,600,000.00) as stated in that certain Promissory Note dated March 14, 2022 from Mortgagor to Mortgagee respectively, (hereinafter together with all renewals, extensions, substitutions, increases and other modifications thereof called, the "**Note**"), the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee all that certain real property which the Mortgagor now owns, situate in Florida and described more particularly in Exhibit "A" attached hereto and made part hereof, and all structures and improvements now and/or hereafter located thereon, the rents, issues and profits thereof, all, fixtures now and/or hereafter located thereon and made a part thereof, and also all gas and electric fixtures, heaters, air conditioning equipment, machinery, motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, refrigeration equipment, which are now or may hereafter be attached to and used with, in or on said premises, and which, even though they are detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and all additions thereto and replacements thereof (which real property, improvements and fixtures shall be deemed real property, not personal property, and are hereinafter collectively called the "**Property**"); all present or future rents, deposits, accounts, security deposits, contracts, contract rights, instruments, permits, licenses, choses-in-action, insurance and condemnation proceeds and other general intangible rights of any nature whatsoever now or hereafter dealing with, resulting from, affecting or concerning the Property, any portion thereof or any interest therein, and now or hereafter existing, acquired or held by Mortgagor, and derived, arising from or relating to any operation, development, ownership or management of the Property or businesses or concessions conducted on the Property, including, without limitation: (i) any agreements for the provision of utilities to all or any portion of the Property, (ii) all deposits for the use of all or any portion of the Property, (iii) all revenue arising from, growing out of, or in connection with the use and/or occupancy of the Property, and all products and proceeds of the foregoing, (iv) all of Mortgagor's right, title and interest in and to all deposit accounts maintained with Mortgagee or any affiliate of Mortgagee, (v) the Borrower's

interest in any Hedge Obligations (defined below) and the proceeds thereof, (vi) if but only if required by the terms of any separate Loan Agreement or Security Agreement between Bank and Borrower, all furniture, equipment and other items of personal property used or useful in connection with the operation of the Property, and (vii) all accessories, parts, equipment and accessions now attached to or used in connection therewith or which may hereafter at any time be placed in or added to the Property, and also any and all replacements of any such property.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Mortgagee in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is indefeasibly seized of the Property in fee simple (or such lesser estate as may hereinafter be identified); that the Mortgagor has full power and lawful right to mortgage and convey the Property in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property; that the Property is free from all encumbrances except for those, if any, specifically approved in writing by Mortgagee prior to the date of full execution of this Mortgage; that the Mortgagor will make such further assurances to perfect the fee simple title to the Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if all of the payments set forth in the Note shall be paid and each and every stipulation, agreement, condition and covenant of the Note, this Mortgage, any loan agreement (a "**Loan Agreement**"), and all other documents now or hereafter evidencing or securing the obligations of the loan evidenced by the Note and secured by this Mortgage (all such other documents, together with the Note, this Mortgage and the Loan Agreement, all as the same may hereafter be extended, increased or otherwise modified, restated or replaced, are collectively called the "**Loan Documents**"), shall be promptly performed, complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor does hereby covenant and agree with the Mortgagee as follows:

1. Payment of the Note. All and singular the principal and interest and other sums of money payable by virtue of the Note and this Mortgage, or either, shall be paid promptly on the days, respectively, the same severally become due.

2. Compliance with Terms of Note and Mortgage. Each and every stipulation, agreement, condition and covenant set forth in the Note and in this Mortgage shall be timely performed, complied with and abided by.

3. Payment of Taxes, Assessments and Encumbrances. The Mortgagor shall pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, whether prior or subordinate in lien, dignity and effect to the lien of this Mortgage, each in accordance with its respective terms, conditions and requirements, and, if the same are not paid promptly, the Mortgagee may at any time, before or after delinquencies, pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall become part of the indebtedness secured by this Mortgage and shall bear interest from the date of expenditure by the Mortgagee at the Default Rate (as such term is defined in the Note), until paid. All such funds, together with accrued interest, shall be paid to Mortgagee on demand.

4. Maintenance of Insurance and Application of Proceeds.

(a) The interest of the Mortgagor shall at all times be protected by adequate fire and multiple perils insurance covering all development and construction work, buildings, improvements, and off-site and on-site materials on the Property through a company or companies acceptable to the Mortgagee, and in an amount equal to the full insurable value of the buildings and improvements. Without limitation of the foregoing, the Mortgagee shall receive original insurance policies or the original ACCORD evidence thereof, as to the fire and extended coverage insurance (including windstorm coverage), builder's risk, workmen's compensation insurance, liability insurance, business interruption insurance and rent loss insurance for 1 year of interruption/loss, and, when applicable, flood insurance on the Property, in amounts form and issued by companies satisfactory to Mortgagee in Mortgagee's sole and absolute discretion, together with endorsements to the policies including but not limited to a Law and Ordinance endorsement and a "delay in completion" endorsement, naming Mortgagee as the first mortgagee. Notwithstanding the foregoing, as to any improvements under construction, the fire and extended coverage insurance and the business interruption/rental loss insurance shall not be required to be obtained until substantial completion of those improvements.

(b) Mortgagor shall also maintain a policy of general commercial liability insurance, in amounts, in form, and issued by a company satisfactory to Bank.

(c) All such policies shall be issued by an insurer licensed to do business in the county (or its equivalent) and the state where the Property is located and whose claims paying ability is rated at least "A" by Standard and Poor's or A/A - VIII by A.M. Best as published in Best's Key Rating Guide. Loss under such insurance policies shall be payable first to the Mortgagee to the extent of its interest. The original policy or policies with premiums paid shall be in the possession of the Mortgagor no later than the commencement of development work, or commencement of house construction. Unless otherwise expressly provided in any other Loan Document, the proceeds from any loss covered by insurance shall be, at the sole option and discretion of the Mortgagee applied to restoration of the Property or toward repayment of the loan secured by this Mortgage. If the Mortgagor shall fail to cause any required insurance to be carried and paid for, the Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date thereof at the Default Rate.

5. Waste. The Mortgagor shall permit, commit, or suffer no waste, impairment or deterioration of the Property, except reasonable wear and tear, and in the event of failure of the Mortgagor to keep the buildings constituting a portion of the Property or improvements thereon in good condition and repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be due and payable thirty (30) days after demand, and shall be secured by the lien of this Mortgage.

6. Acceleration of Maturity of Note upon Default. If, following any grace, notice or cure period allowed by the Note or any Loan Agreement: (i) any of the sums of money referred to in the Note or in this Mortgage be not promptly and fully paid when the same severally become due and payable; or (ii) each and every stipulation, agreement, condition and covenant of the Note, this Mortgage or the other Loan Documents, is not promptly and fully performed, complied with and

abided by; then: (a) all obligations due and payable under the Note and under this Mortgage, including but not limited to sums advanced by the Mortgagee to protect its security or lien position in the Property or any of its rights under this Mortgage, shall immediately and without further notice to Mortgagor bear interest at the Default Rate as defined in the Note; (b) the aggregate sum mentioned in the Note, together with all other obligations under the Note, this Mortgage and the other Loan Documents, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the full principal amount hereby secured were originally stipulated to be paid on such date, anything in the Loan Documents or herein to the contrary notwithstanding; and (c) Mortgagee shall be entitled to exercise all rights and remedies available at law and in equity, including the foreclosure of this Mortgage.

7. Foreclosure of Lien. If proceedings to foreclose or enforce any other mortgage or other lien of any kind encumbering the Property should be instituted, the Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable.

8. Appointment of Receiver. Until default in the performance of the covenants and agreements of this Mortgage, the Mortgagor shall be entitled to collect the rents, issues and profits from the Property, but in case of a default in any of the terms of this Mortgage or the filing of a bill to foreclose this or any other mortgage encumbering the Property, the Mortgagee shall immediately, and without notice and as a matter of strict right, be entitled to the appointment of a receiver of the Property and to the rents, issues, profits, prepaid rentals or security monies, deposits and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in such cases, and such appointment shall be made by such court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the Property, or to the solvency or insolvency of the Mortgagor, and such rents, profits, prepaid rentals or security monies, deposits, income and revenue shall be applied by such receiver to the payment of the indebtedness, costs and charges secured by this Mortgage, according to the order of such court, and such receiver may be continued in possession of the Property until the time of the sale thereof under such foreclosure and until the confirmation of such sale by the court.

9. Contest of Lien. If any action or proceeding shall be commenced by any person other than the holder of this Mortgage, to which action or proceeding the holder of this Mortgage is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by the holder of this Mortgage for the expense of any litigation, including appellate proceedings, to prosecute, or defend the rights and liens created by this Mortgage (including reasonable attorneys' fees and costs), shall be paid by the Mortgagor, together with interest thereon at the Default Rate, and any such sum, and the interest thereon, shall be a claim upon the Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note. In any action or proceedings to foreclose this Mortgage or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail, unaffected by this covenant.

10. Condemnation and Related Actions: In the event that the Property, or any part thereof, or any interest therein, shall be condemned and taken for public use under the power of eminent domain, or shall be affected by governmental or private action in a manner that entitles Mortgagor to an award of damages, compensation or other consideration of any kind (including without limitation any award under the Bert J. Harris Act, Fla. Stat. Ch. 70, as it may be amended from time to time), Mortgagor hereby confirms its grant to Mortgagee of a security interest in all

such awards, including without limitation damages and other consideration given on account of such taking or other action, and same shall be paid directly to the Mortgagee, up to the aggregate amount then evidenced and secured by the Note and this Mortgage, and shall be applied to the payments due thereunder in inverse order of maturity.

11. Subrogation of Mortgagee. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owner and holders thereof of each and every mortgage, lien or other encumbrance on the Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note, and the respective liens of said mortgages, liens or other encumbrances shall be, and the same and each of them hereby is preserved and shall pass to and be held by the Mortgagee as security for the Note, to the same extent that it would have been preserved and would have been passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

12. Costs and Expenses of Enforcement. The Mortgagor shall pay all and singular costs, charges and expenses, including attorneys' fees and costs (whether or not suit is brought or appeal taken therefrom), reasonably incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage, or either, and every such payment shall bear interest from date of such expenditure at the Default Rate.

13. Extension of Time and/or Modification of Terms. No extension of time or modification of the terms of the Note and this Mortgage, and no release of any part or parts of the Property shall, without the consent of the Mortgagee, release, relieve, or discharge the Mortgagor from the payment of any of the sums hereby secured, but in such event the Mortgagor shall nevertheless be liable to pay such sums according to the terms of such extension or modifications unless specifically released and discharged in writing by the Mortgagee; further, acceptance of part payment of any installment of principal or interest, or both, or of part performance of any covenant or delay for any period of time in exercising the option to mature the entire debt, shall not operate as a waiver of the right to exercise such option or act upon such default, partial acceptance or any subsequent default.

14. Escrow for Real Estate Taxes and Insurance. Mortgagor shall pay escrows for taxes and insurance if required by the Note or the Loan Agreement. If the Note does not require such payment, then in order more fully to protect the security of this Mortgage, the Mortgagee, at its option at any time after the occurrence of a default under the Note, regardless of whether such default is cured, may at any time require that the Mortgagor pay to the Mortgagee in monthly payments, on the same dates that monthly payments are due under the Note, until all obligations under the Note and the other Loan Documents are fully paid, the following sums in escrow: (a) an amount equal to 1/10th of the current year's real estate tax levy against the Property (if not available, the amount of the prior year's real estate tax levy will be used); and (b) an amount equal to 1/10th of the insurance premiums for coverages required by the Mortgagee. Should a deficiency exist between the escrowed amounts so paid and the amounts due, the Mortgagor shall pay the deficiency amount to Mortgagee within three business days following written demand. Provided the Mortgagee has received sufficient escrowed funds as herein required, the Mortgagee may, and shall

upon request of Mortgagor, make the real estate tax and insurance premium payments from the escrowed funds. Notwithstanding the foregoing, the Mortgagee shall at all times have the right, after a default by Mortgagor, to apply such escrow funds to the obligations secured by the Note and this Mortgage in such order as the Mortgagee deems appropriate.

15. Adjustments on Real Estate Taxes. If the total of the payments made by the Mortgagor for property taxes shall exceed the amount of the payments actually made by the Mortgagee for taxes, such excess shall be credited by the Mortgagee to subsequent payments of the same nature to be made by the Mortgagor. If, however, said monthly payments made by the Mortgagor shall not be sufficient to pay taxes when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the Note secured by this Mortgage, full payment of the entire indebtedness, the Mortgagee shall credit to the account of the Mortgagor any balance remaining in the funds accumulated by the Mortgagee for the payment of taxes. If there shall be a default under any of the provisions of the Note or this Mortgage and an action or proceeding shall be commenced to foreclose same, the Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of the action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated for taxes as a credit against the amount of principal then remaining under the Note or this Mortgage.

16. Future Advances. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor on the date hereof or at a later date, and to secure any other amount that may be added to the mortgage indebtedness under the terms of this instrument. This Mortgage secures the principal debt as set out in the Note, advances received by the Mortgagor from the Mortgagee during the term hereof, all other indebtedness that may hereafter be due, owing or existing from the Mortgagor to the Mortgagee during the existence of this Mortgage, and any renewal or renewals of the Note or any other note(s) for said present or future indebtedness, including but not limited to modifications of the terms and conditions of the Note such as extensions of the maturity date, increases or decreases of the interest rate and/or changes in the terms of repayment. Notwithstanding any provision hereof, it is the intention to secure all future advances, as defined and/or provided for under Chapter 697 of the Florida Statutes, made commencing with the date hereof and continuing through twenty years after date hereof, by the lien of this Mortgage in all respects as though such advances had been made simultaneously with the execution hereof and secured hereby; provided, however, that all such further or future advances shall be wholly optional with the Mortgagee and further provided, however, that no such advance or advances shall cause the unpaid principal obligation here secured to exceed 500% of the original aggregate principal amount of the Note, except that there may be added to such amount interest thereon and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the Property covered by the lien of this Mortgage with interest on such disbursements at the Default Rate, and for reasonable attorneys fees and court costs incurred in the collection of any or all of such sums of money, including all such fees and costs in connection with appellate proceedings.

17. Separate and Cumulative Rights. Mortgagor agrees that all rights of the Mortgagee arising under the provisions and covenants in this Mortgage shall be separate, distinct and cumulative, and that none shall be in exclusion of the other; and that, further, no act of the Mortgagee shall be construed as an election to proceed under any one provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. Severability. It is further mutually agreed between the parties hereto and made a specific part of this instrument, that in case any word, clause, term, phrase or paragraph used in the aforesaid Note and/or this Mortgage should be held to be unconstitutional or illegal by any court of competent jurisdiction, the same shall not affect, alter or otherwise impair the meaning of any other word, clause, term, phrase or paragraph in this Note and Mortgage, and the same shall stand in full force and effect and shall be obligatory upon the assignees, heirs and legal representatives of both respective parties hereto.

19. Prior Mortgages. Mortgagor represents and warrants to Mortgagee that no mortgage which encumbers all or any of the Property is prior in time and/or superior in dignity (the "**Prior Mortgage**") to this Mortgage. In the event this representation is not accurate, then in addition to the right of Mortgagee to exercise its other rights and remedies, Mortgagor hereby authorizes Mortgagee to expend funds and to take any other action which Mortgagee may deem necessary to satisfy in whole or in part any Prior Mortgage; all such funds and all such action taken shall be at Mortgagor's expense and any funds so expended shall become part of the indebtedness secured by this Mortgage and shall bear interest from the date of expenditure by the Mortgagee at the Default Rate until paid. All such funds, together with accrued interest, shall be paid to Mortgagee on demand.

20. Gender. In this Mortgage and the Note it secures, the singular shall include the plural and the masculine shall include the feminine neuter.

21. Entire Agreement; Modifications. This Mortgage constitutes the entire agreement between the parties hereto with respect to the Property and the terms and provisions hereof may not be modified except by written instrument signed by the party to be charged.

22. Time of the essence. Time is of the essence of this Mortgage and no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

23. Abandonment. If at any time while this Mortgage is in default, the Property shall be abandoned, vacated or left unattended, the Mortgagee, if in its discretion such steps are necessary for the protection of the Property, shall have the right, power and authority at its option to enter upon the Property and to secure same by changing locks thereon, to paint and repair such premises, and to place signs thereon notifying that it has taken possession of the Property, and it may also place signs thereon offering to sell the Property subject to its acquisition of title thereto by foreclosure proceedings or otherwise; and any such action by the Mortgagee as described above shall not be deemed to be a trespass or trespasses or unlawful detainer upon such Property. All sums paid or advanced by the Mortgagee in the protection of the Property as herein provided shall be charged into the mortgage account and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the Note and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage, excepting, however, that said sums shall be repaid to the Mortgagee forthwith upon its demand, together with interest on such sums at the Default Rate.

24. Assignment of Leases and Property Income. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee, (i) all right, title and interest of Mortgagor in and under all leases, lettings, tenancies and licenses of the Property or any part thereof now or

hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, and all moneys payable thereunder (collectively, the "**Leases**") and (ii) all rents, income, accounts, receivables, issues, profits, security deposits and other benefits to which Mortgagor may now or hereafter be entitled from the Property or in connection with the Leases (collectively, the "**Property Income**"). Mortgagor shall not otherwise assign, transfer or encumber in any manner the Leases or the Property Income or any portion thereof. Mortgagor shall have a license to collect and use the Property Income as the same becomes due and payable, revocable by Mortgagee, so long as no default has occurred, but may not collect any Property Income more than two (2) months in advance of the date the same becomes due. The assignment in this Section shall constitute an absolute and present assignment of the Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of the Mortgagor's revocable license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment. The exercise by Mortgagee of any of its rights or remedies under this Section shall not be deemed or construed to make Mortgagee a mortgagee-in-possession.

25. Transfer; Assumption of Mortgage. It is a requirement hereunder that written approval from the Mortgagee must be obtained prior to any sale, gift, exchange, conveyance, encumbrance or other transfer (collectively, a "Transfer"), as defined in the Note, as to any of the Property or any direct or indirect ownership interest in Mortgagor. In the event such prior written approval has not been obtained prior to any such Transfer, the entire unpaid indebtedness under the Note and this Mortgage shall be due and payable at the time of any such Transfer. In the event the Mortgagee should in its sole discretion agree to the Transfer of any Property or ownership interest to, and/or the assumption of this Mortgage by, a third party, the Mortgagee shall have the right to require complete financial information from such transferee, and the right to charge a customary fee. In the event a Transfer should be made by the Mortgagor, and the grantee named in such Transfer fails or refuses to assume the payment of the obligations evidenced by the Note and other Loan Documents and secured by this Mortgage, in accordance with their respective terms, then and in that event, at the option and upon the demand of the Mortgagee all sums of money secured hereby shall immediately become forthwith due and payable. In the event the ownership of said Property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

26. Financial Statements. The Mortgagor shall furnish to the Mortgagee such statements of financial condition as may be required by the Note or any Loan Agreement.

27. Loan Agreement. In the event this Mortgage secures a Loan Agreement, each of the terms, covenants and conditions of the Loan Agreement is incorporated herein as if said Loan Agreement were set forth herein in its entirety. In the event of any conflict between the terms of this Mortgage and any Loan Agreement, the terms most favorable to the Mortgagee, in the Mortgagee's sole discretion, shall govern.

28. Uniform Commercial Code requirements. The Mortgagor hereby authorizes the Mortgagee, for so long as any obligations under the Note or this Mortgage shall be outstanding, unilaterally to file any and all financing statements as necessary or proper to perfect Mortgagee's security interest in the collateral for the obligations secured by this Mortgage, and unilaterally to

add information to this Mortgage, such as the signature of the Mortgagee and addresses of Mortgagor and/or Mortgagee, so as to comply with any requirements of the Florida Uniform Commercial Code necessary to constitute this Mortgage as a security agreement and/or financing statement, and Mortgagee is further authorized in its sole discretion to file this Mortgage of record containing such additional information. As to all collateral for the obligations secured by this Mortgage, Mortgagee shall have all rights of a secured party under the Uniform Commercial Code of Florida as in effect from time to time.

29. Environmental Representations. Without limitation of any separate indemnity executed by Mortgagor in favor of Mortgagee, Mortgagor represents and warrants that (a) no asbestos, substance containing asbestos, contaminants, hazardous materials or waste, or any other substance deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such substances or materials is or will be present in, on, or under the Property, and/or has been installed or constructed upon or in the improvements comprising a part of the Property, and Mortgagor has not and will not install or permit to be installed in, on or about the improvements comprising a part of the Property, any such asbestos, substance containing asbestos or other hazardous substance or materials; and (b) the Property is free from all hazardous or toxic wastes, oil or fuel spills, and underground storage tanks. Mortgagor shall comply with all federal, state or local laws, regulations or orders with respect to the discharge and removal of hazardous or toxic substances and wastes and shall keep the Property free of and from any lien imposed against the Property pursuant to such laws, regulations and orders. Mortgagor shall not knowingly install or knowingly permit to be installed on the Property any underground storage tank or any substance deemed hazardous or toxic waste by federal, state or local laws, regulations, orders and ordinances. Mortgagor shall indemnify and save Mortgagee harmless from and against any loss, cost, liability and expense which Mortgagee may incur in connection with any hazardous materials or other environmental issues arising with respect to the Property and agrees that this covenant shall survive repayment of the obligations secured by this Mortgage.

30. Security Agreement. Mortgagor covenants, warrants, represents and agrees with and to Mortgagee as follows:

(a) This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of Florida (the "**Code**") and serves as a fixture filing in accordance with the Code. This Mortgage creates a security interest in favor of Mortgagee as secured party under the Code with respect to all real property and fixtures described in this Mortgage which is covered by the Code. The mention of any portion of such property in a financing statement filed in the records normally pertaining to personal property shall not derogate from or impair in any manner the intention of Mortgagor and Mortgagee hereby declared that all items of collateral described in this Mortgage are part of the real property encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items. Specifically, the mention in any such financing statement of (i) the rights in or the proceeds of any policy of insurance, (ii) any condemnation proceeds, (iii) Mortgagor's interest in any Leases or Property Income, or (iv) any other items of collateral described in this Mortgage, shall not be construed to alter, impair or impugn any rights of Mortgagee as determined by this Mortgage or the priority of Mortgagee's lien upon and security interest in such collateral. Any such mention shall be for the protection of Mortgagee in the event that notice of Mortgagee's priority of interest as to any portion of the Property is required to be filed in accordance with the Code to be effective against or take

priority over the interest of any particular class of persons, including the federal government or any subdivision or instrumentality thereof.

(b) Except for the security interest granted by this Mortgage, Mortgagor is and, as to portions of the collateral described in this Mortgage to be acquired after the date hereof will be, the sole owner of all such collateral, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Mortgagor shall notify Mortgagee of, and shall defend the collateral described in this Mortgage against, all claims and demands of all persons at any time claiming the same or any interest therein.

(c) Except as otherwise provided in this Mortgage or in the Loan Agreement, Mortgagor shall not lease, sell, convey or in any manner transfer the collateral described in this Mortgage without the prior written consent of Mortgagee.

(d) The collateral described in this Mortgage is not used or bought for personal, family or household purposes.

(e) The Mortgagor shall not remove or permit the removal of the collateral described in this Mortgage from the Property without the prior consent of Mortgagee, except such portions or items of such collateral as are in need of replacement or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with items of equal or greater value.

(f) In the event of any change in name, identity or structure of Mortgagor, Mortgagor shall notify Mortgagee thereof and promptly after request shall execute, file and record such Code forms as are necessary to maintain the priority of Mortgagee's lien upon and security interest in the collateral described in this Mortgage, and shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall require the filing or recording of additional Code forms or continuation statements, Mortgagee shall be entitled, without the consent of Mortgagor, to execute, file and record such Code forms or continuation statements as Mortgagee shall deem necessary on behalf of Mortgagor as provided hereinbelow if permitted by applicable law, and shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall initially pay such expenses, Mortgagor shall promptly reimburse Mortgagee for the expenses.

(g) Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Mortgagor any and all financing statements and continuations thereof, and to file with the appropriate public office on its behalf and at its expense any financing or other statements signed only by Mortgagee, as secured party, in connection with the collateral covered by this Mortgage.

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS MORTGAGE OR ANY FINANCING STATEMENT RELATING TO THIS MORTGAGE SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

31. Miscellaneous.

32.1 No Additional Indebtedness. Mortgagor will not borrow any additional sums of money, whether secured or unsecured, and will not incur any indebtedness, whether secured or

unsecured, except the customary, necessary and usual trade payables incurred in connection with the operation and maintenance of the Property.

32.2 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Mortgagor, threatened against or affecting any portion of the Property, Manager, any Guarantor, or the party or parties selling the Property to Mortgagor. While the obligations and indebtedness secured by this Mortgage remain outstanding, Mortgagor covenants to immediately notify Mortgagee if at any time the representation set forth in this Paragraph is no longer true. If such actions, suits or proceedings would constitute a default under this Mortgage and/or the other Loan Documents, such notification shall not serve to mitigate the default and Mortgagor shall continue to be in default under this Mortgage and/or the other Loan Documents.

32.3 Judicial and Administrative Proceedings. There are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending, or to Mortgagor's knowledge threatened, against Mortgagor, any Guarantor, or the party or parties selling the Property to the Mortgagor, and there are no outstanding and unpaid judgments or arbitration awards against Mortgagor or any Guarantor which would have a materially adverse effect on the financial conditions or business or properties of Mortgagor or any Guarantor. Mortgagor is not in default with respect to any regulation, order, writ or decree of any court or governmental or municipal department, commission, board, bureau, agency, or instrumentality.

32.4 No Defaults. Neither Borrower, Mortgagor nor any Guarantor is in default under any agreement or instrument to which it is a party or by which it may be bound. The execution and delivery of the Loan Documents and the consummation of the transaction contemplated thereby do not conflict with or result in a breach of any regulation, order, writ, injunction or decree of any court or governmental or municipal instrumentality or in the breach of or default under any indenture, contract, agreement or other instrument to which Mortgagor or any Guarantors is a party to by which any is bound.

32.5 No Violation. There are no violations or notices of violations of any federal law or municipal ordinance or order or requirement of the state in which the Property is located or any municipal department or other governmental authority having jurisdiction affecting the Property.

32.6 No Governmental Action. There are no pending or to the best of Mortgagor's knowledge, threatened liens or governmental actions, notices of violation, notices of noncompliance or other proceedings of any kind that, if adversely determined, would impair the value of the Property or the priority of the lien of this Mortgage or of any of the other Loan Documents or result in a special assessment against the Property.

32.7 Full and Fair Disclosure. All reports, certificates, affidavits, statements and other data furnished by Mortgagor and Guarantors to Mortgagee in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading.

32.8 No Other Financing. There are no security agreements or financing statements affecting any of the Property other than the security agreements and financing statements created in favor of Mortgagee.

32.9 Further Assurances. Mortgagor will, at any time on Mortgagee's request, make, do, execute and deliver to Mortgagee, and, where appropriate, shall cause to be recorded or filed, any and all further acts, mortgages, documents and assurances as may be necessary or desirable to effectuate, complete and confirm the transactions contemplated under the Loan Documents.

32. Hedge Obligations.

33.1 In addition to the Note and other obligations secured by this Mortgage, this Mortgage secures the obligations of Mortgagor under (a) any ISDA Master Agreement now or hereafter entered into between Mortgagor and any hedge provider approved by Mortgagee (the "**Provider**"); (b) any "Confirmations" executed pursuant to such Master Agreement or in which such Master Agreement or any form thereof is incorporated by reference; and (c) under any additional Confirmations entered into pursuant thereto (collectively, "**Hedge Obligations**"). Mortgagor hereby acknowledges that Provider has appointed Mortgagee as Provider's Collateral Agent to hold and manage all security for the Hedge Obligations, with full power and authority to manage, enforce, administer, modify, renew, amend, satisfy, release, subordinate and otherwise deal with such security, including this Mortgage, without the consent of Provider. Without limitation of the foregoing, Mortgagor hereby acknowledges and agrees that Collateral Agent shall have full power and authority to enforce the obligations of the Note, this Mortgage, and all other Loan Documents, including without limitation by an action to foreclose this mortgage, in its own name and without the necessity to join Provider as a party to any such proceeding.

33.2 An Event of Default under the Hedge Obligations shall constitute a default under the Note, and, notwithstanding anything to the contrary in the Note, Mortgagor shall not be entitled to notice or forbearance (other than such notice, grace or cure period as is afforded under the documents evidencing the Hedge Obligations) as a condition to exercise by Mortgagee of its remedies with respect to such default.

33.3 All references in this Mortgage to the "promissory note" or "Note" secured hereby shall also include the Hedge Obligations. Borrower hereby promises to pay and perform all Hedge Obligations promptly when due. Without limitation of the foregoing, Mortgagee may (but shall not be obligated to) disburse, from any interest reserve or contingency funds established under the Note or other Loan Documents, and any other loan proceeds determined by Mortgagee in its sole discretion to be available for this purpose, the amounts necessary to pay all Hedge Obligations when due, including without limitation any sums due to the Provider on account of any and all interest rate changes that from time to time require such payment under the Hedge Obligations.

33.4 If at any time (i) documentary stamp or intangible tax is or becomes due or is claimed or demanded by the State of Florida with respect to the Hedge Obligations or this instrument, or (ii) Mortgagee is precluded from, or delayed in, exercising any rights or remedies available to it as a result of a claim or demand that the intangible tax and/or documentary stamp tax is or becomes due on the Hedge Obligations or this instrument, then Mortgagor shall be liable to pay for the same, together with any interest or penalties imposed in connection therewith upon demand by Mortgagee. If Mortgagor shall fail, neglect or refuse to pay any such taxes, interest or penalties on demand, the same shall be a default under the Note and this Mortgage, and Mortgagee, at its option, may pay the same, and any funds so advanced by Mortgagee shall bear interest at the default rate set forth in the Note, shall be secured by the Mortgage and shall be immediately due and payable on demand to Mortgagee by Mortgagor. Mortgagor agrees to indemnify and hold

Mortgagee harmless from and against any and all loss, cost, liabilities, expenses, interest and penalties (including reasonable attorneys' fees and costs at trial and all appellate levels), incurred or sustained by Mortgagee as a result of any claims, demands, assessments or judgments for Florida documentary stamp tax and/or Florida intangible tax in connection with the Hedge Obligations and this instrument. The obligations contained in this paragraph shall be unconditional, absolute, irrevocable and continuing notwithstanding any additional agreements, the payment of the other obligations secured by this Mortgage, for any other reason whatsoever, and the obligations contained in this paragraph shall survive the payment of such other obligations.

33.5 The Hedge Obligations defined herein are contingent, and the dollar amount thereof cannot be ascertained therefrom. Accordingly, no Florida documentary stamp or intangible tax is due with respect to the Hedge Obligations.

{Signature Page to Follow}

IN WITNESS WHEREOF, this instrument has been executed by the Mortgagor.

Signed, sealed and delivered in the presence of:

MORTGAGOR:

Paradise Julia Terrace LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

Name: Darlene Y. Ragin

Name: Shiri Benmann

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this 14th day of March, 2022, by Marc Eisenmann as Manager of Paradise Julia Terrace LLC, a Florida limited liability company, who produced a State of Florida driver's license as identification, on behalf of and as an act of said limited liability company

DARLENE Y RAGIN
Notary Public - State of Florida
Commission # GG 922370
My Comm. Expires Oct 13, 2023
Bonded through National Notary Assn.

_____
Notary Public, State of Florida at Large

YS Real Estate Investments LLC, an Arkansas limited liability company

By: _____
Yaakov Singer, Member and Manager

Name:

Name:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this ___ day of March, 2022, by Yaakov Singer as Member and Manager of YS Real Estate Investments LLC, an Arkansas limited liability company, who produced _____ as identification, on behalf of and as an act of said limited liability company

_____
Notary Public, State of Florida at Large

IN WITNESS WHEREOF, this instrument has been executed by the Mortgagor.

Signed, sealed and delivered in the presence of:

MORTGAGOR:

Paradise Julia Terrace LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

_____
Name:

_____
Name:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this ___ day of March, 2022, by Marc Eisenmann as Manager of Paradise Julia Terrace LLC, a Florida limited liability company, who produced a State of Florida driver's license as identification, on behalf of and as an act of said limited liability company

_____
Notary Public, State of Florida at Large

YS Real Estate Investments LLC, an Arkansas limited liability company

By: _____
Yaakov Singer, Member and Manager

_____
Name: Paul Gilbert

_____
Name: Paul Gilbert

STATE OF ~~FLORIDA~~ NJ
COUNTY OF ~~MIAMI-DADE~~ Ocean

The foregoing instrument was acknowledged before me by means of physical presence this 14 day of March, 2022, by Yaakov Singer as Member and Manager of YS Real Estate Investments LLC, an Arkansas limited liability company, who produced Driver's License as identification, on behalf of and as an act of said limited liability company

_____
Notary Public, State of ~~Florida at Large~~ NJ

PAUL J GILBERT
Commission # 2401485
Notary Public, State of New Jersey
My Commission Expires
October 15, 2026

Exhibit "A"

Lots 5, 6, and 7, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1230
Address: 315 Cleveland Street, Hollywood, Florida 33019

and

Lot 16, in Block 10, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
and
Lot 9, in Block 11, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID Nos. 514212-01-1521 and 514212-01-1630
Address: 326 Nebraska Street, Hollywood, Florida 33019

and

Lots 3 and 4, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1220
Address: 1907 North Surf Road, Hollywood, Florida 33019

This Instrument was Prepared By:
Jorge Sanchez-Galarraga, Esq.
1313 Ponce de Leon Boulevard
Suite 301
Coral Gables, Florida 33134

Record and Return To:
Jorge Sanchez-Galarraga, Esq.
1313 Ponce de Leon Boulevard
Suite 301
Coral Gables, Florida 33134

ASSIGNMENT OF LEASES, RENTS AND PROFITS

This Assignment of Leases, Rents and Profits (the "Assignment") is made and entered into as of the 14 day of March, 2022, by Paradise Julia Terrace LLC, a Florida limited liability company, whose address is 3350 S.W. 57th Place, Ft. Lauderdale, Florida 33312 and YS Real Estate Investments LLC, an Arkansas limited liability company, whose address is 14 Belvedere Lane, Lakewood, New Jersey 08701, (collectively the "Borrower") and International Finance Bank, (the "Lender") whose address is 777 S.W. 37th Avenue, Suite 700, Miami, Florida 33135

In Consideration of the loan to Borrower from Lender evidenced by a Promissory Note in the amount of Five Million Six Hundred Thousand 00/100 Dollars ($5,600,000.00) (the "Note"), and secured by a mortgage (the "Mortgage") on the property legally described in Exhibit "A" hereto (such sums advanced or to be advanced by Lender are hereinafter referred to as "Indebtedness"), and as additional and collateral security for the payment of the Indebtedness and the performance of the obligations of the Borrower under such Note and the Mortgage;

Borrower Hereby Conditionally Assigns, Transfers and Sets Over unto Lender all of Borrower's right, title and interest in and to any and to the leases more particularly described in Exhibit "B" attached hereto and made part hereof ("Mortgaged Premises"), irrespective of whether such leases or subleases are or were created before, simultaneously with or subsequent to the date of such Note and Mortgage, together with any and all security deposits and rents due or to become due pursuant to the terms of such leases or subleases, which lease and subleases are hereinafter collectively referred to for convenience as the "Leases".

To Have and to Hold the same unto the Lender, its successors and assigns, forever.

This Assignment Is Made For The Purpose of Securing:

(1) The payment of all sums becoming due under the Note and the Mortgage, including, without limitation, any sums in addition to those evidenced by

the Notes which may be advanced in the future by Lender pursuant to the provisions of the Mortgage;

(2) Performance by Borrower of its respective obligations under the Note and Mortgage and any other instruments securing the Indebtedness; and

(3) Performance and discharge of each and every obligation of Borrower herein.

To Protect The Security Of This Assignment, Borrower Covenants And Agrees:

1. To faithfully perform every obligation of all Leases now or hereafter existing; to enforce, or secure the performance of, at the sole cost and expense of Borrower, every obligation of all Leases by the lessees thereunder (hereinafter collectively referred to as the "Lessees") to be performed; not to collect any of the payments, rents, income and profits arising or accruing under any Leases more than two (2) months in advance of the time when the same shall become due, nor anticipate the payments or rents thereunder, except for a security deposit; not to waive or release the Lessees under the Lease from their obligations thereunder; not to cancel or terminate the Leases or accept a surrender thereof or convey or transfer the Mortgaged Premises so as to effect a termination or diminution of the obligations of the Lessees thereunder and not to cancel or terminate any of the Leases.

2. At the expense of Borrower, to appear in and defend any action or proceeding connected with the Leases and to pay all costs and expenses of Lender, including court costs and attorneys' fees, in any action or proceeding in which Lender may appear.

3. Should Borrower fail to make any payment or perform any of the obligations imposed on it hereunder, the Lender shall have the right, but not the obligation, without notice to or demand on Borrower and without releasing Borrower from any obligations hereunder, to make such payment and do such act.

4. To pay immediately upon demand all sums expended by Lender under the authority hereof, together with interest in an amount equal to the maximum interest rate which Borrower is permitted by applicable law to pay, from the date that such expense is incurred by the Lender to the date of payment to Lender.

And It Is Hereby Mutually Agreed That:

1. So long as there shall be no default by Borrower in the performance of any obligation herein or in the Note or Mortgage beyond any applicable notice and cure period, Borrower shall have the right to collect, but not prior to the date when due, all monies and rents payable under any of the Leases.

2. Without Lender being obligated to do any such act, upon any default in the payment of the Indebtedness or in the performance of any obligation herein or in the Notes, or

Mortgage beyond any applicable notice and cure period, Lender may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, but simultaneously with the filing of the first process incident to an action to foreclose the Mortgage, either in person or by agent, with or without bringing any court action or legal proceedings, or by a receiver to be appointed by a court, enter upon and take possession of the Mortgaged Premises and manage and operate the same or any part thereof, and do any acts which Lender deems proper to protect the security herein given including, without limitation, the negotiation of leases with present or prospective tenants, and whether with or without taking possession of the Mortgaged Premises, sue for or otherwise collect and receive rents and apply the same, less the costs and expenses of operating the Mortgaged Premises including reasonable attorneys' fees, towards discharging the Indebtedness or any other sums due hereunder or under the Note or Mortgage. The entering upon and taking possession of the Mortgaged Premises, the collection of such rents and the application thereof shall not operate to cure any default under the Note or Mortgage.

3. If the Indebtedness shall be paid and all obligations of Borrower under the Note and Mortgage and under this Assignment are discharged, then this Agreement shall be null and void and of no further force and effect and shall be released upon the request and at the expense of Borrower. A satisfaction of the Mortgage shall constitute a release of Lender's rights under this Assignment.

4. The rights herein granted to Lender are in addition to and not in lieu of the rights of Lender under the Note and Mortgage.

5. This Assignment shall apply to, inure to the benefit of, and bind the parties hereto and their respective successors and assigns.

Witness the due execution hereof as of the date first above written.

Signed, sealed and delivered in the presence of:

Paradise Julia Terrace LLC. a Florida limited liability company

Name: Darlene Y. Regin

Name: Shiri Berman

By: Marc Eisenmann, Manager

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this 14th day of March, 2022, by Marc Eisenmann as Manager of Paradise Julia Terrace LLC, a Florida limited liability company, who produced a State of Florida driver's license as identification. on behalf of and as an act of said limited liability company.

DARLENE Y RAGIN
Notary Public - State of Florida
Commission # GG 922370
My Comm. Expires Oct 13, 2023
Bonded through National Notary Assn.

Notary Public, State of Florida at Large

Signed, sealed and delivered in the presence of:

YS Real Estate Investments LLC, an Arkansas limited liability company

By: _____
Yaakov Singer, Member and Manager

_____
Name:

_____
Name:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this ___ day of March, 2022, by Yaakov Singer as Member and Manager of YS Real Estate Investments LLC, an Arkansas limited liability company, who produced _____ as identification, on behalf of and as an act of said limited liability company.

_____
Notary Public, State of Florida at Large

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this ___ day of March, 2022, by Marc Eisenmann as Manager of Paradise Julia Terrace LLC, a Florida limited liability company, who produced a State of Florida driver's license as identification, on behalf of and as an act of said limited liability company.

_____
Notary Public, State of Florida at Large

Signed, sealed and delivered in the presence of:

YS Real Estate Investments LLC, an Arkansas limited liability company

By: _____
Yaakov Singer, Member and Manager

_____
Name:

_____
Name:

STATE OF ~~FLORIDA~~ NEW JERSEY

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence this 14 day of March, 2022, by Yaakov Singer as Member and Manager of YS Real Estate Investments LLC, an Arkansas limited liability company, who produced DRIVER LICENSE as identification, on behalf of and as an act of said limited liability company.

_____
Notary Public, State of Florida at Large

PAUL J GILBERT
Commission # 2401465
Notary Public, State of New Jersey
My Commission Expires
October 18, 2024

Exhibit "A"

Lots 5, 6, and 7, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1230
Address: 315 Cleveland Street, Hollywood, Florida 33019

and

Lot 16, in Block 10, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
and
Lot 9, in Block 11, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID Nos. 514212-01-1521 and 514212-01-1630
Address: 326 Nebraska Street, Hollywood, Florida 33019

and

Lots 3 and 4, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1220
Address: 1907 North Surf Road, Hollywood, Florida 33019

Exhibit "B"

See Rent Roll Attached

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address

C. SEND ACKNOWLEDGEMENT TO
Name Jorge Sanchez-Galarraga, Esq.
Address 1313 Ponce de Leon Boulevard
Address Suite 301
City/State/Zip Coral Gables, Florida 33134

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Paradise Julia Terrace LLC, a Florida limited liability company				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 3350 S.W. 57th Place	This space not available			
MAILING ADDRESS Line Two	CITY Ft. Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME Y'S Real Estate Investments LLC, an Arkansas limited liability company				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 14 Belvedere Lane	This space not available			
MAILING ADDRESS Line Two	CITY Lakewood	STATE NJ	POSTAL CODE 08701	COUNTRY US

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME International Finance Bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 777 SW 37th Avenue	This space not available			
MAILING ADDRESS Line Two Suite 700	CITY Miami	STATE FL	POSTAL CODE 33135	COUNTRY US

4. This **FINANCING STATEMENT** covers the following collateral.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

ATTACHMENT TO UCC-1 FINANCING STATEMENT

DEBTOR: Paradise Julia Terrace LLC
3350 S.W. 57th Place
Ft. Lauderdale, Florida 33312

YS Real Estate Investments LLC
14 Belvedere Lane
Lakewood, New Jersey 08701

SECURED PARTY: INTERNATIONAL FINANCE BANK
777 SW 37th Avenue
Miami, FL 33135

This UCC-1 Financing Statement describes collateral in which Debtor has granted a security interest to Secured Party pursuant to that certain Mortgage and Security Agreement, Collateral Assignment of Leases and Rents each dated as of March 14, 2022. The foregoing agreements are herein collectively referred to as the "Loan Documents".

The Collateral

This Financing Statement covers the following collateral of Debtor to the extent owned by Debtor or in which Debtor has an interest (to the extent of such interest):

(a) All property rights of any kind whatsoever, whether real, personal, mixed, or otherwise, and whether tangible or intangible, in and to the property described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property"), including without limitation the following:

(b) All buildings, structures, improvements, fixtures, and systems, whether actually or constructively attached to the Property, including all trade, domestic and ornamental fixtures, now or hereafter located in, upon, or under the Property, now owned or hereafter acquired by Debtor, as identified hereinabove, together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including without limitation lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures, and unattached refrigerating, cooking, heating, and ventilating appliances and equipment, together with all proceeds, additions, and accessions thereto, and replacements thereof.

(c) All of the water, sanitary, and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located in, upon, or under the Property, including without limitation all water mains, service laterals, hydrants, valves and appurtenances, and all sanitary sewer lines, including without limitation mains, service laterals, manholes, and appurtenances.

(d) All rights, title, and interest of Debtor in and to the materials, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter in, upon, or under the Property.

(e) All paving for streets, roads, walkways, and entranceways now or hereafter owned by Debtor, which are now or hereafter located on the property.

(f) All of Debtor's rights and interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, made and entered into by Debtor heretofore, or hereafter during the life of the Security agreement, and any extensions or renewals thereof, together with all rents and payments in lieu of rents, and any and all guaranties of such leases or rental arrangements, including without limitation all present and future security deposits and advance rentals, and any and all assignments or rent in favor of Debtor.

(g) Any and all judgments, awards, settlements, or payments, together with interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury or damage to, whether caused by a taking or otherwise, taking of, or decrease in the value of, the Property described in Exhibit "A" or in this Exhibit, or any damage to any rights appurtenant thereto.

(h) All of the right, title, and interest of Debtor in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to, (a) the Property described in Exhibit "A", or in this Exhibit, or (b) rents, revenues, income profits, or proceeds from leases, franchises, concessions, or licenses on or on any part of the Property.

(i) All contracts, and contract rights of Debtor arising from contracts, entered into in connection with the development, construction upon, and operation of the Property, including without limitation reservations and contracts for the sale of improvements constructed on the Property, and all deposits thereunder, and all of Debtor's rights, title and interest in and to deposits thereunder, and all of Debtor's rights, title and interest in and to any all architectural plans and specifications, governmental licenses, permits, approvals, allocations, rights to zoning or other development orders, or agreements approved and issued by appropriate governmental agencies, and all general intangibles, actions, and rights in action, and similar matters and documents obtained or to be obtained in connection with the development, construction upon, and operation of the Property.

(j) All of the rights, title, and interest of Debtor in and to any trade names, names of businesses, or fictitious names of any nature used in conjunction with the operation of any business or endeavor located on or upon the Property, or any part or parcel thereof, and all general intangibles, and the proceeds or profits thereon, including without limitation customer lists, seats on stock or commodities exchanges, tax refunds, liquor licenses, vendor's interests in land installment sale contracts, cooperative reserve accounts, proceed from lawsuits, certificates of public convenience and necessity for common carriers, and all other general intangibles of any nature, and all proceeds or profits thereon, arising out of or used in conjunction with the operation of any business or endeavor located on or upon the Property, or any part or parcel thereof.

(k) All of Debtor's interest in all utility security deposits or bonds on the Property, or any part or parcel thereof.

(l) All proceeds, products, replacements, additions, renewals, substitutions, and accessions of any of the foregoing.

(m) All easements, rights of way, strips or gores of land, streets, ways, sewer and water lines and rights, water courses, riparian rights, titles, interests, privileges, licenses, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to the Property, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and remainder thereof, and all proceeds of any sales or other dispositions of the Property including fill.

(n) All issues, profits, and deposits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of Debtor in, of, and to the same, and all contracts, rights, and intangibles comprising a part of the Property.

DEBTOR AGREES TO DELIVER TO SECURED PARTY, IMMEDIATELY AND WITHOUT NOTICE FROM SECURED PARTY, ANY AND ALL PROCEEDS OF ANY ASSET IN CONNECTION OR IN CONJUNCTION WITH THE PROPERTY, WHETHER OR NOT SPECIFICALLY MENTIONED HEREIN, AND HEREBY AGREES THAT ITS FAILURE TO DO SO CONSTITUTES A DEFAULT HEREOF.

DEBTOR IS THE FEE SIMPLE OWNER OF THE PROPERTY.

Dated: March 14, 2022

DEBTOR:	DEBTOR:
Paradise Julia Terrace LLC	YS Real Estate Investments LLC
By: _____	By: _____
Marc Eisenmann, Manager	Yaakov Singer, Member and Manager

(h) All of the right, title, and interest of Debtor in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to, (a) the Property described in Exhibit "A", or in this Exhibit, or (b) rents, revenues, income profits, or proceeds from leases, franchises, concessions, or licenses on or on any part of the Property.

(i) All contracts, and contract rights of Debtor arising from contracts, entered into in connection with the development, construction upon, and operation of the Property, including without limitation reservations and contracts for the sale of improvements constructed on the Property, and all deposits thereunder, and all of Debtor's rights, title and interest in and to deposits thereunder, and all of Debtor's rights, title and interest in and to any all architectural plans and specifications, governmental licenses, permits, approvals, allocations, rights to zoning or other development orders, or agreements approved and issued by appropriate governmental agencies, and all general intangibles, actions, and rights in action, and similar matters and documents obtained or to be obtained in connection with the development, construction upon, and operation of the Property.

(j) All of the rights, title, and interest of Debtor in and to any trade names, names of businesses, or fictitious names of any nature used in conjunction with the operation of any business or endeavor located on or upon the Property, or any part or parcel thereof, and all general intangibles, and the proceeds or profits thereon, including without limitation customer lists, seats on stock or commodities exchanges, tax refunds, liquor licenses, vendor's interests in land installment sale contracts, cooperative reserve accounts, proceed from lawsuits, certificates of public convenience and necessity for common carriers, and all other general intangibles of any nature, and all proceeds or profits thereon, arising out of or used in conjunction with the operation of any business or endeavor located on or upon the Property, or any part or parcel thereof.

(k) All of Debtor's interest in all utility security deposits or bonds on the Property, or any part or parcel thereof.

(l) All proceeds, products, replacements, additions, renewals, substitutions, and accessions of any of the foregoing.

(m) All easements, rights of way, strips or gores of land, streets, ways, sewer and water lines and rights, water courses, riparian rights, titles, interests, privileges, licenses, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to the Property, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and remainder thereof, and all proceeds of any sales or other dispositions of the Property including fill.

(n) All issues, profits, and deposits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of Debtor in, of, and to the same, and all contracts, rights, and intangibles comprising a part of the Property.

DEBTOR AGREES TO DELIVER TO SECURED PARTY, IMMEDIATELY AND WITHOUT NOTICE FROM SECURED PARTY, ANY AND ALL PROCEEDS OF ANY ASSET IN CONNECTION OR IN CONJUNCTION WITH THE PROPERTY, WHETHER OR NOT SPECIFICALLY MENTIONED HEREIN, AND HEREBY AGREES THAT ITS FAILURE TO DO SO CONSTITUTES A DEFAULT HEREOF.

DEBTOR IS THE FEE SIMPLE OWNER OF THE PROPERTY.

Dated: March 14, 2022

DEBTOR:	DEBTOR:
Paradise Julia Terrace LLC	YS Real Estate Investments LLC
By:_____	By:_____
Marc Eisenmann, Manager	Yaakov Singer, Member and Manager

Exhibit "A"

Lots 5, 6, and 7, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1230
Address: 315 Cleveland Street, Hollywood, Florida 33019

and

Lot 16, in Block 10, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
and
Lot 9, in Block 11, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID Nos. 514212-01-1521 and 514212-01-1630
Address: 326 Nebraska Street, Hollywood, Florida 33019

and

Lots 3 and 4, in Block 8, Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida
Tax ID No. 514212-01-1220
Address: 1907 North Surf Road, Hollywood, Florida 33019

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section Twelve (12), run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C. & T. Co's Canal. Thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section twelve (12). Thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean. Thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12). Thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief.

By Frank Chesney, Engineer
License No. 272

State of Florida
Broward County } ss.

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat.

Homeseeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } ss

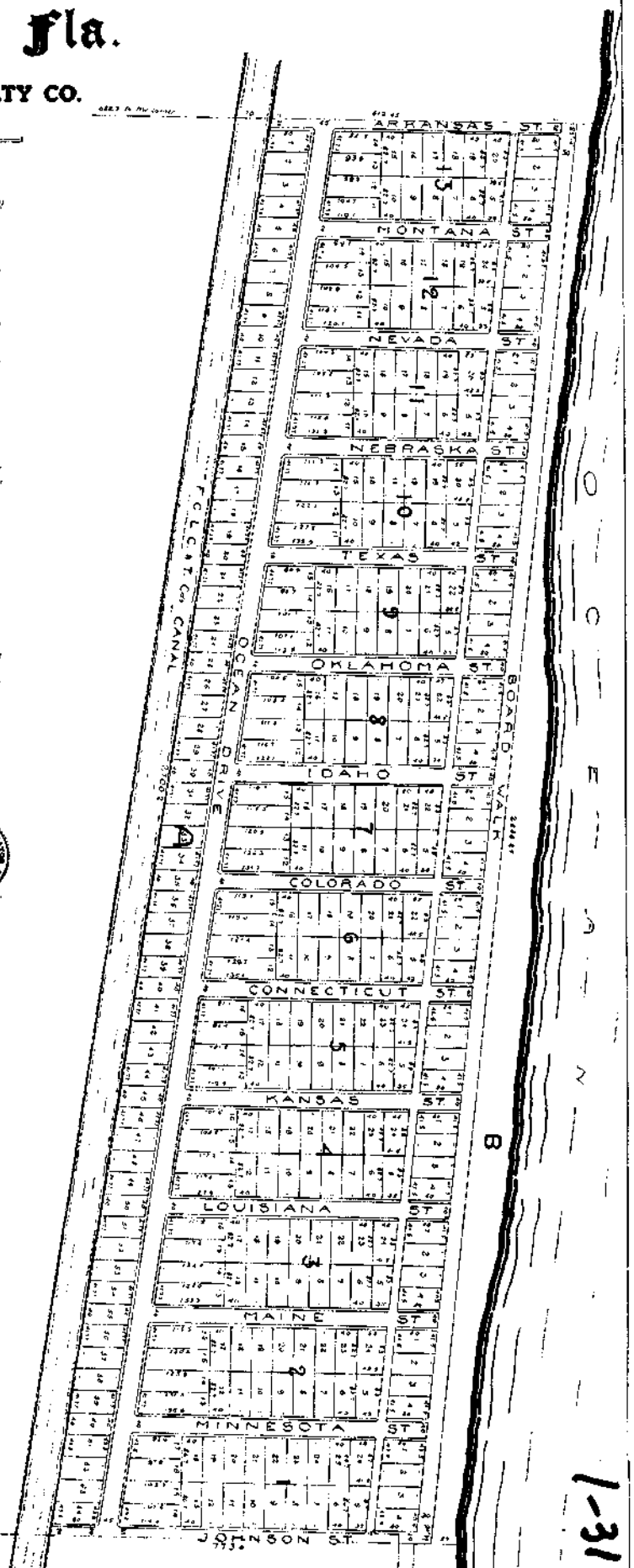
Mary Mayo a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth.

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923.
My Commission expires on the 1st day of July 1926
Mary Mayo
Notary Public

N.P. SEAL

COUNTY ADMINISTRATOR CREATED JAN. 1, 1975

STATE OF FLORIDA
BROWARD COUNTY
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31
WITNESS my hand and official seal in the City of Fort Lauderdale this 21 day of May 1987
JIM COLE, County Administrator
By [signature] DC



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1-31

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
Petition No. 71-2-71
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Clerk.

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:28

RE 7489 PG 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P. O. BOX 229
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

28.00

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

BK 7489 PG 301

(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

BK 7489 PAGE 392

inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

REC 7489 PAGE 303

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PG 394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

BK 7489 PG 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co nence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 390

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BB-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

BK 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. AlA to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

OFF REC 7489 PAGE 308

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Date DEC 9 1986

Division of Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

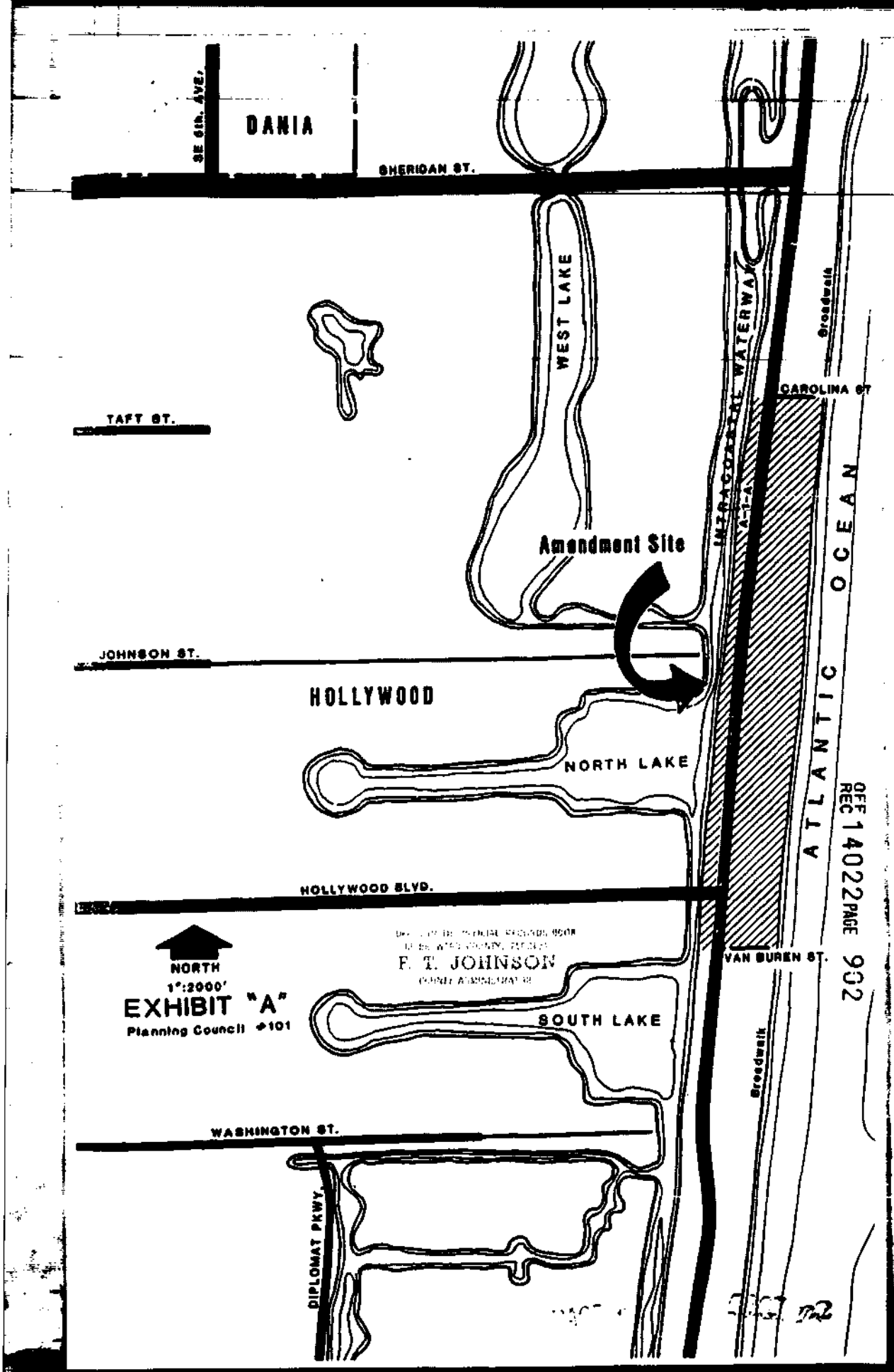
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10 10

OFF REC 14022 PAGE 900

DEC 9 1986

Division of Office of Planning

Return to Mailer

13.00 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 12th day of January A.D., 1987

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

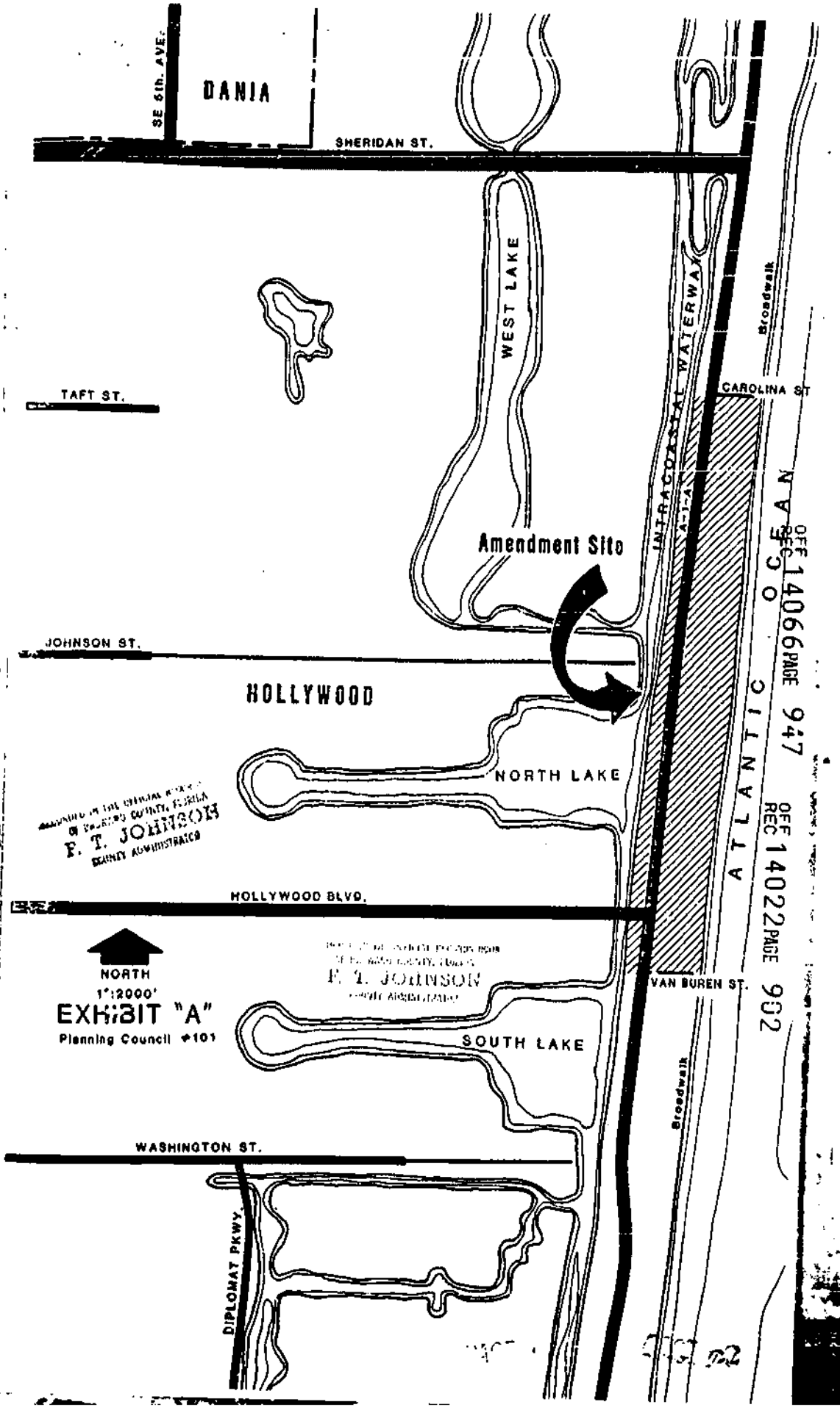
F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-284533 T#001
05-14-98 11:56AM

#43

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray MOTEL INC., whose mailing address is 1115 N. OCEAN DR. Hlywd FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

SILVER SPRAY MOTEL INC.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22,2001

RETURN TO: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK 28220 PG 0750

DISTINGUISHED ITEM
Return Document To
Direct Operations

32

Witness
Print Name: Annmarie Weaver

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of May, 1998, by Denise Gardner as CFO of _____.
He/she is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK28220PG0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.

2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
dg

BK 18220 PG 0752

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

EXHIBIT 'A'

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13984
EXPIRES AUG 26 2003
BONDED THRU
ADVANTAGE NOTARY

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

11/12/02 #19 2pm
Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

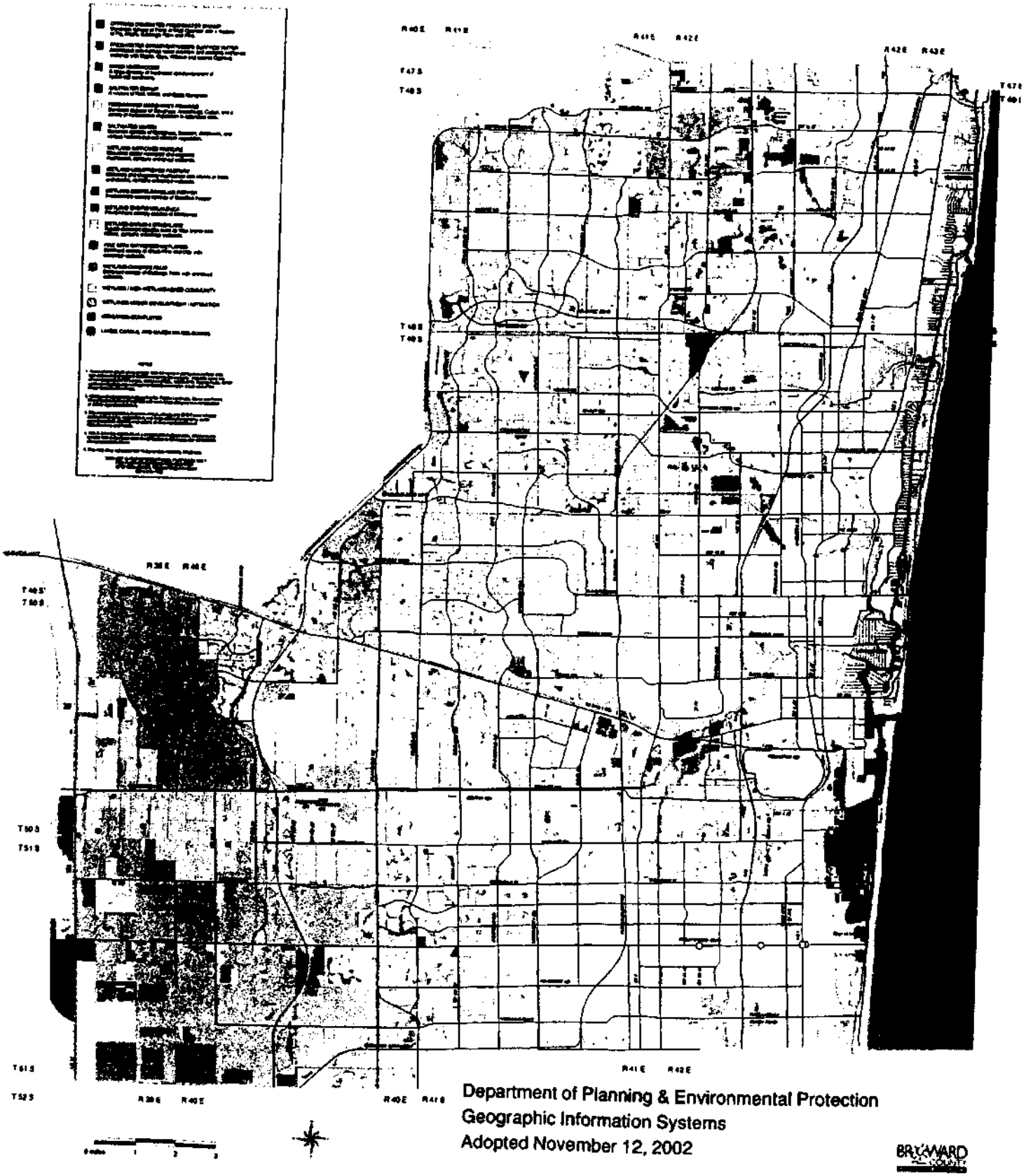
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



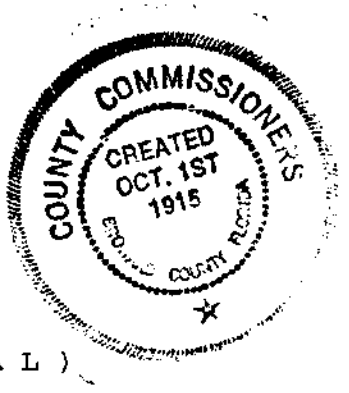
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

12

Contract # 312

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 26th day of October, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and NEBRASKA STREET APARTMENTS, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 300 Oregon Street, Apt 506 Hollywood, FL: 33019 ("Property Owner"), owner of the property located at 326 Nebraska Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Isabel Llopart, an authorized representative, this 26th day of October, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

NEBRASKA STREET APARTMENTS, LLC

BY: _____
Isabel Llopart, Registered Agent

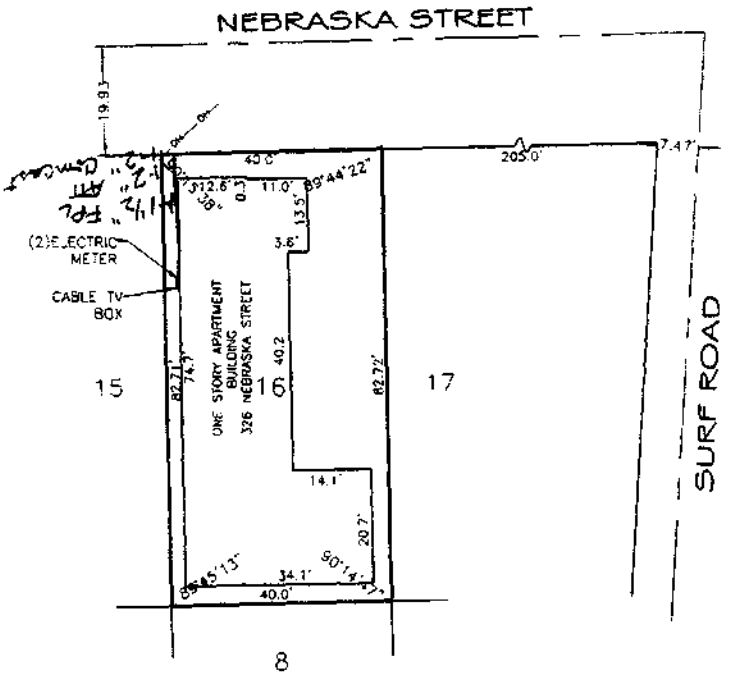
NOTARY

State of Florida
County of Broward
Signed before me on this 26th day of October, 2016, who produced FL Drivers License as identification

ANDREA STANLEY
Commission # GG 030821
Expires September 15, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

DESCRIPTION:

LOT 16, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



REVISION	DATE	BY

NOTES

1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF NEVADA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

SPECIFIC PURPOSE SURVEY

JOB # [illegible] DATE [illegible]
SCALE 1" = 20' FILE No.
DRAWN BY [illegible] CHECKED BY [illegible]

[illegible] K. SPEVEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4974

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7000
LICENSED BUSINESS NO. 7015

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102171
Street Address: 333 Oklahoma Street
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County**, State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Julia 1 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1340

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 18, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102171
Street Address: 333 Oklahoma Street
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from David B. Burack and Harriet R. Burack, his wife, to Edward Roy Lough, dated December 9, 1971, filed December 14, 1971, and recorded in Official Records Book 4708, Page 445.**

2. **Warranty Deed from Edward Roy Lough, joined by his wife Rosalind T. Lough, to Sun Manor Corporation, dated September 16, 1977, filed September 16, 1977, and recorded in Official Records Book 7204, Page 799.**

3. **Warranty Deed from Sun Manor Corporation, a corporation existing under the laws of the State of Florida, to Emilien Maltais, a single man, dated February 22, 1989, filed March 1, 1989, and recorded in Official Records Book 16231, Page 783.**

4. **Warranty Deed Statutory from Emilien Maltais, a single man, to Cardin U.S.A., Inc., a Florida Corporation, dated October 17, 1990, filed October 25, 1990, and recorded in Official Records Book 17865, Page 183; Corrective Warranty Deed from Emilien Maltais, a single man, to Cardin U.S.A., Inc., a Florida corporation, dated October 17, 1990, filed May 22, 1995, and recorded in Official Records Book 23481, Page 189.**

5. **Warranty Deed Statutory from Cardin U.S.A., Inc., a Florida Corporation, to Forget Investments, Inc., a Florida corporation, dated July 1, 1994, filed July 5, 1994, and recorded in Official Records Book 22338, Page 470; Corrective Warranty Deed from Cardin U.S.A., Inc., a Florida Corporation, to Forget Investment, Inc., a Florida Corporation, dated July 1, 1994, filed August 30, 1994, and recorded in Official Records Book 22556, Page 81.**

6. **Warranty Deed from Forget Investment, Inc., a Florida corporation, to Sun Manor Two Thousand, Inc., a Florida corporation, dated June 30, 1999, filed July 9, 1999, and recorded in Official Records Book 29643, Page 1749.**

7. **Warranty Deed from Sun Manor Thousand, Inc., a Florida corporation, to Seaside Motel Apts, Inc., a Florida corporation, dated October 5, 2000, filed November 6, 2000, and recorded in Official Records Book 30994, Page 1801.**

8. **Warranty Deed from Seaside Motel Apts, Inc., a corporation existing under the laws of the State of Florida, to David L. Morse and Ruth J. Morse, husband and wife, dated October 1, 2001, filed October 12, 2001, and recorded in Official Records Book 32231, Page 1894.**

9. **Warranty Deed from David L. Morse and Ruth J. Morse, husband and wife, to Danyko, LLC, a Florida limited liability company, dated June 4, 2004, filed June 8, 2004, and recorded in Official Records Book 37617, Page 1229.**

10. **Special Warranty Deed from Danyko, LLC, a Florida limited liability company, to Julia 1 LLC, a Florida limited liability company, dated November 12, 2008, filed November 13, 2008, and recorded in Official Records Book 45807, Page 1205.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102171
Street Address: 333 Oklahoma Street
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. Mortgage between Julia 1 LLC, and Executive National Bank, dated March 2, 2015, filed April 7, 2015, and recorded in Instrument # 112909335; Assignment of Leases and Rents, filed April 7, 2015, and recorded in Instrument # 112909336.

2. Future Advance and Mortgage Modification Agreement dated March 20, 2015, filed August 25, 2017, and recorded in Instrument # 114583685.

3. UCC Financing Statement Amendment form filed March 3, 2020, and recorded in Instrument # 116388138.

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.

2. Provisions contained in the Warranty Deed filed May 4, 1935, and recorded in Deed Book 256, Page 108.

3. Provisions contained in the Warranty Deed filed April 2, 1940, and recorded in Deed Book 353, Page 421.

4. Provisions contained in the Warranty Deed filed April 2, 1940, and recorded in Deed Book 353, Page 423.

5. Ordinance No. 0-72-39 filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.

6. Ordinance No. 86-90 filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, page 945.

7. Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.

8. Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.

9. Resolution No. 06-H-1007 filed January 17, 2007, and recorded in Official Records Book 43442, Page 1496.

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Julia 1 LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102171
Street Address: 333 Oklahoma Street
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	333 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1340
Property Owner	JULIA 1 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-04
Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 8 THRU 11 BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$596,500	$2,017,370	$2,613,870	$2,109,290	
2022	$596,500	$2,017,370	$2,613,870	$1,917,540	$45,661.55
2021	$596,500	$1,328,420	$1,924,920	$1,743,220	$39,066.55

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,613,870	$2,613,870	$2,613,870	$2,613,870
Portability	0	0	0	0
Assessed/SOH	$2,109,290	$2,613,870	$2,109,290	$2,109,290
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,109,290	$2,613,870	$2,109,290	$2,109,290

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-Q	$1,025,000	**45807 / 1205**
6/4/2004	WD	$1,375,000	**37617 / 1229**
10/1/2001	WD	$968,000	**32231 / 1894**
10/5/2000	WD	$840,000	**30994 / 1801**

Land Calculations

Price	Factor	Type
$45.07	13,235	SF
Adj. Bldg. S.F. (Card, Sketch)		4971
Units		14
Eff./Act. Year Built: 1963/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4971								

Real Estate Account #514212-01-1340

Owner: JULIA 1 LLC
Situs: 333 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687341	LE 37955	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $45,661.55

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53050	$1,917,540.00	$0.00	$1,917,540.00	$10,605.15
VOTED DEBT	0.13840	$1,917,540.00	$0.00	$1,917,540.00	$265.39
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$2,613,870.00	$0.00	$2,613,870.00	$11,634.34
CAPITAL OUTLAY	1.50000	$2,613,870.00	$0.00	$2,613,870.00	$3,920.80
VOTER APPROVED DEBT LEVY	0.18730	$2,613,870.00	$0.00	$2,613,870.00	$489.58
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$1,917,540.00	$0.00	$1,917,540.00	$62.70
OKEECHOBEE BASIN	0.10260	$1,917,540.00	$0.00	$1,917,540.00	$196.74
SFWMD DISTRICT	0.09460	$1,917,540.00	$0.00	$1,917,540.00	$181.78
SOUTH BROWARD HOSPITAL	0.10100	$1,917,540.00	$0.00	$1,917,540.00	$193.67
Total Ad Valorem Taxes	**20.77520**				**$44,111.55**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$1,917,540.00	$0.00	$1,917,540.00	$862.89
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$1,917,540.00	$0.00	$1,917,540.00	$14,317.31
DEBT SERVICE	0.68830	$1,917,540.00	$0.00	$1,917,540.00	$1,319.84
FL INLAND NAVIGATION	0.03200	$1,917,540.00	$0.00	$1,917,540.00	$61.36
Total Ad Valorem Taxes	**20.77520**				**$44,111.55**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,322.00
HLWD FIRE INSPECTION		$228.00
Total Non-Ad Valorem Assessments		**$1,550.00**

Parcel Details

Owner:	JULIA 1 LLC	**Account**	514212-01-1340	**Assessed value:**	$1,917,540
Situs:	333 OKLAHOMA ST	**Alternate Key**	687341	**School assessed value:**	$2,613,870
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	CITY NATIONAL BANK OF FLORIDA (LE-37955) 25 W FLAGLER ST 4TH FL MIAMI, FL 33130		

2022 TAX AMOUNTS

Ad valorem:	$44,111.55
Non-ad valorem:	$1,550.00
Total Discountable:	$45,661.55
Total tax:	$45,661.55

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 8 THRU 11 BLK 9

LOCATION

Book, page, item:	--
Property class:	
Township:	51
Range:	42
Section:	12
Use code:	39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1340

Owner: JULIA I LLC

Situs: 333 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full.** There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$43,835.09**.

Account History

BILL	AMOUNT DUE		STATUS		ACTION
2022 Annual Bill	$0.00	Paid $43,835.09	11/28/2022	Receipt #EEX-22-00000187	Print (PDF)
2021 Annual Bill	$0.00	Paid $37,503.89	11/30/2021	Receipt #EEX-21-00001265	Print (PDF)
2020 Annual Bill	$0.00	Paid $36,716.26	11/30/2020	Receipt #EEX-20-00000825	Print (PDF)
2019 Annual Bill	$0.00	Paid $35,079.52	11/26/2019	Receipt #EEX-19-00000384	Print (PDF)
2018 Annual Bill	$0.00	Paid $32,266.40	11/27/2018	Receipt #EEX-18-00000345	Print (PDF)
2017 Annual Bill	$0.00	Paid $30,821.67	11/30/2017	Receipt #EEX-17-00000628	Print (PDF)
2016					
2016 Annual Bill	$0.00	Paid $28,088.00	11/23/2016	Receipt #EEX-16-00000204	Print (PDF)
Refund		Processed $613.66	03/17/2017	To CORELOGIC	
		Paid $28,088.00			
2015 Annual Bill	$0.00	Paid $23,450.25	11/23/2015	Receipt #EEX-15-00000224	Print (PDF)
2014 Annual Bill	$0.00	Paid $20,234.53	11/24/2014	Receipt #EEX-14-00000698	Print (PDF)
2013 Annual Bill	$0.00	Paid $20,303.50	11/22/2013	Receipt #EEX-13-00000771	Print (PDF)
2012 Annual Bill	$0.00	Paid $19,972.15	11/21/2012	Receipt #EEX-12-00000182	Print (PDF)
2011 Annual Bill	$0.00	Paid $20,176.46	11/30/2011	Receipt #LBX-11-00155019	Print (PDF)
2010 Annual Bill	$0.00	Paid $20,833.97	11/30/2010	Receipt #LBX-10-00147197	Print (PDF)
2009 Annual Bill	$0.00	Paid $20,166.44	11/30/2009	Receipt #LBX-09-00250673	Print (PDF)
2008 Annual Bill	$0.00	Paid $32,682.27	12/02/2008	Receipt #2008-1701696	Print (PDF)
2007 Annual Bill	$0.00	Paid $32,953.21	11/01/2007	Receipt #2007-7450713	Print (PDF)
2006 Annual Bill	$0.00	Paid $33,011.75	11/01/2006	Receipt #2006-7194428	Print (PDF)
2005 Annual Bill	$0.00	Paid $31,291.24	11/30/2005	Receipt #2005-9165720	Print (PDF)
2004 Annual Bill	$0.00	Paid $27,289.60	11/30/2004	Receipt #2004-9182252	Print (PDF)
Total Amount Due	$0.00				

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459.00
83.25

Printed for Lawyers' Title Guar

71-193778

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 1971 459.00

This instrument was prepared by:
Name Errol M. Rosen
Stone and Rosen
Address 125 North 46 Ave.
Hollywood, Florida
33021

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 9th day of December 1971, **Between**

DAVID B. BURACK and HARRIET R. BURACK, his wife

of the County of Broward, State of Florida, grantor* and

EDWARD ROY LOUGH

whose post office address is 333 Oklahoma Street, Hollywood, Florida

of the County of Broward, State of Florida, grantee*,

PLEASE RECORD & RETURN TO ADTZ, GEORGE L. PALMUTO 1300 JEFFERSON STREET HOLLYWOOD, FLORIDA 33020

'71 DEC 14 PM 4:35 JACK WHEELER, CLERK RECORDED

Witnesseth, That said grantor, for and in consideration of the sum of

----------Ten and no/100 ----------Dollars,

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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 8, 9, 10 & 11, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations, and easements of record and taxes for the year 1971, and subsequent years.

SUBJECT TO a mortgage in favor of Louis P. Vitale and Theresa C. Vitale, his wife in the original principal amount of $83,000.00 which grantees herein assume and agree to pay.

ALSO SUBJECT TO a purchase money second mortgage in the original principal amount of $30,850.57 payable to Harriet R. Burack.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

David B. Burack (Seal)

Harriet R. Burack (Seal)

(Seal)

(Seal)

RECORDED IN OFFICIAL RECORDS BOOK of BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DAVID B. BURACK and HARRIET R. BURACK, his wife

to me known to be the person s described herein who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of December, 1971.

My commission expires:

Notary Public

MY COMMISSION EXPIRES SEPT. 2, 1973

DOCUMENTARY STAMP TAX DEC 1971 1.65

REC. 4708 PG. 445

WARRANTY DEED
FROM INDIVIDUAL TO CORPORATION

RANCO FORM 34

77-206652

795.00
206 25

This Warranty Deed *Made the* 16th *day of* September *A. D. 19* 77 *by*
EDWARD ROY LOUGH joined by his wife, ROSALIND T. LOUGH
hereinafter called the grantor, to SUN MANOR CORPORATION

a corporation existing under the laws of the State of Florida *, with its permanent postoffice address at* 333 Oklahoma Street, Hollywood, Florida 33019
hereinafter called the grantee:

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

Witnesseth: *That the grantor, for and in consideration of the sum of $* 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Broward *County, Florida, viz:*

Lots 8, 9, 10 & 11, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, page 31 of the Public Records of Broward County, Florida.

Subject to restrictions, limitations and conditions of record and subject to easement for public utilities of record and applicable zoning ordinances and taxes for the year 1977 and subsequent years, and subject to 1st mtge. in favor of Louis P. Vitale and Theresa C. Vitale, his wife, recorded O.R.4065, pg.930, now in reduced principal sum of $52,062.12 and subject to 2nd mtge. in favor of David B. Burack & Harriet R. Burack, his wife recorded o.r. Book 4708, pg.446, now in reduced principal sum of $25,833.35 both recorded on Broward County, Public Records, which mortgages grantee herein assumes and agrees to pay, except as to payment of principal and interest.

'77 SEP 16 PM 2:18

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19*

RETURN TO:
PAOLI & PAOLI
ATTORNEYS AT LAW
P. O. BOX 129
HOLLYWOOD, FLA. 33022

BROWARD COUNTY 4 1 8 5 6 5

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.O. SEP 16 '77 795.00

In Witness Whereof, *the said grantor has hereunto set* their *hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Robert A. Paoli — Edward Roy Lough (SEAL)
Charles W. Paoli — Rosalind T. Lough (SEAL)

STATE OF FLORIDA,
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
EDWARD ROY LOUGH joined by his wife, ROSALIND T. LOUGH
to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of September, A. D. 19 77

Charles W. Paoli
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 26 1980
BONDED THRU GENERAL INS. UNDERWRITERS

REC. 7204 PAGE 7

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESSER
COUNTY ADMINISTRATOR

This instrument prepared by
CHARLES E. PAOLI, Jr.
Attorney at Law
600 Home Federal Towers
Hollywood, Florida 33022

This Instrument Prepared by
Address

89083705

WARRANTY DEED

THIS WARRANTY DEED, Made and executed the 22nd day of February, A.D. 1989, by **SUN MANOR CORPORATION**, a corporation existing under the laws of the State of Florida, and having its principal place of business at 333 Oklahoma Street, Hollywood, Florida 33019, hereinafter called the grantor, to **EMILIEN MALTAIS**, a single man, whose post office address is 1401 SW 134th Way, Century Village, Ivanhoe C412, Pembroke Pines, Florida, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward County, Florida, viz:

Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Tax Folio I.D. No. 12-12-01 134

Grantee's Social Security No.: 263-79-7831.

SUBJECT TO: A Purchase Money Wraparound Mortgage in the principal amount of $300,000.00, which wraps those certain Mortgages more fully described as: Mortgage dated December 9, 1971 from Edward Roy Lough and Rosalind T. Lough, his wife, to David B. Burack and Harriet R. Burack, his wife, recorded in O.R. Book 4708, page 446, of the Public Records of Broward County, Florida, with an approximate remaining principal balance of $8,000.00; and Mortgage dated September 16, 1977 from Sun Manor Corporation, a Florida corporation, to Edward Roy Lough, recorded in O.R. Book 7204, page 800, of the Public Records of Broward County, Florida, with an approximate remaining principal balance of $126,000.00; and SUBJECT TO: Second Purchase Money Mortgage of even date in the original principal amount of $140,000.00.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year 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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as described hereinabove.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: Yvette Landry
YVETTE LANDRY, Secretary

SUN MANOR CORPORATION

By: Roger Landry
ROGER LANDRY, President

Signed, sealed and delivered in the presence of:

LAW OFFICES [illegible] AND ASSOCIATES, P.A., [illegible] N.E. [illegible] STREET, MIAMI, FL [illegible] • TEL.: [illegible] FAX: [illegible]

OR 6231 PG 0783

9

STATE OF FLORIDA:
ss
COUNTY OF DADE :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared ROGER LANDRY and YVETTE LANDRY, well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, A.D. 1989.

NOTARY PUBLIC

This Instrument prepared by:

Jeffrey N. Marks, Esquire
MARKS AND ASSOCIATES, P.A.
2040 NE 163rd Street
Suite 208
Miami, Florida 33162

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK6231PG0784

WARRANTY DEED
STATUTORY

GRANTEE ID # TAX I.D. # PENDING.

90428173 THIS INDENTURE

$ 3850.00 Paid in full in Broward County for Documentary Stamp Tax as required by law.
Eugenia Mar Deputy

'90 OCT 25 PM 12:42

(Wherever used herein the term "first party" and "second party" shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

Made this 17th day of October A.D. 1990,

BETWEEN

EMILIEN MALTAIS, a single man, grantor, party of the first part,

and

CARDIN U.S.A., INC., a Florida Corporation, of 333 Oklahoma Street, Hollywood, Florida 33019, grantee, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of $10.00 to us in hand paid by the said party of the second part, their heirs and assigns forever, the following described land, situate, and being in the city of Hollywood, County of Broward, State of Florida, United States of America, to wit:

Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof,as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to the following conditions and restrictions:

1. Taxes for the year 1990 and thereafter;
2. Conditions, easements, limitations and restrictions of record;
3. Mortgages:

Mortgage dated December 9, 1971 from Edward Roy Lough and Rosalind T. Lough, his wife, to David B. Burack and Harriet R. Burack, his wife, recorded in Official Records Book 4708, Page 446, of the Public Records of Broward County, Florida, in the original principal amount of $30,850.57;

BK 17865 PG 0183

13

Mortgage dated September 16, 1977, from Sun Manor Corporation, a Florida Corporation, to Edward Roy Lough, recorded in Official Records Book 7204, Page 800, of the Public Records of broward County, Florida, in the original principal amount of $200,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida Corporation, recorded in Official Records Book 16231, Page 778, of the Public Records of Broward County, Florida, in the original principal amount of $300,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida Corporation, recorded in Official Records Book 16231, Page 785, of the Public Records of Broward County, Florida, in the original principal amount of $140,000.00;

Wraparound Mortgage dated October 17, 1990, in the original principal amount of $530,000.00.

Folio No. 1212-01-134

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

Witness

Witness

x

Emilien Maltais, a single man

BK10865PG0184

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared EMILIEN MAITAIS, a single man, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state aforesaid the 17th day of October, 1990 A.D.

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
LARRY J. BEHAR, P.A.
888 S.E. THIRD AVENUE,
SUITE # 400
FORT LAUDERDALE, FLORIDA 33316
Tel: (305) 524-8888
Fax: (305) 524-0088

NOTARY PUBLIC STATE OF FLORIDA

OFFICIAL NOTARY SEAL
LARRY J BEHAR
MY COMM EXP 12/10/92

BK 7865 PG 0185

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

05/05/95: CORRECTIVE WARRANTY DEED.
THIS WARRANTY DEED IS BEING RE-RECORDED DUE TO SCRIVENER'S ERROR IN THE CONVEYANCE LANGUAGE OF THE PROPERTY WHICH HAS NOW BEEN CORRECTED.

95-216382 T#007
05-22-95 04:58PM

WARRANTY DEED
STATUTORY

GRANTEE ID # Tax ID# PENDING

~~90428173~~ THIS INDENTURE

3850.00

(Wherever used herein the term "first party" and "second party" shall include singular and plural, heirs, legal representative, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

Made this 17th day of October A.D. 1990,

BETWEEN

EMILIEN MALTAIS, a single man, grantor, party of the first part,

and

CARDIN U.S.A., INC., a Florida Corporation, of 333 Oklahoma Street, Hollywood, Florida 33019, grantee, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of $10.00 to us in hand paid by the said party of the second part,** their heirs and assigns forever, the following described land, situate, and being in the city of Hollywood, County of Broward, State of Florida, United States of America, to wit: ** has granted, bargained and sold to the Grantees,

Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof,as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to the following conditions and restrictions:

1. Taxes for the year 1990 and thereafter;
2. Conditions, easements, limitations and restrictions of record;
3. Mortgages:

   Mortgage dated December 9, 1971 from Edward Roy Lough and Rosalind T. Lough, his wife, to David B. Burack and Harriet R. Burack, his wife, recorded in Official Records Book 4708, Page 446, of the Public Records of Broward County, Florida, in the original principal amount of $30,850.57;

BK23481PG0189

Mortgage dated September 16, 1977, from Sun Manor Corporation, a Florida Corporation, to Edward Roy Lough, recorded in Official Records Book 7204, Page 800, of the Public Records of broward County, Florida, in the original principal amount of $200,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida Corporation, recorded in Official Records Book 16231, Page 778, of the Public Records of Broward County, Florida, in the original principal amount of $300,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida Corporation, recorded in Official Records Book 16231, Page 785, of the Public Records of Broward County, Florida, in the original principal amount of $140,000.00;

Wraparound Mortgage dated October 17, 1990, in the original principal amount of $530,000.00.

Folio No. 1212-01-134

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of:

Witness

Witness

x

Emilien Maltais, a single man

BK11065PG0104

BK23481PG0190

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared EMILIEN MALTAIS, a single man, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state aforesaid the 17th day of October, 1990 A.D.

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
LARRY J. BEHAR, P.A.
888 S.E. THIRD AVENUE,
SUITE # 400
FORT LAUDERDALE, FLORIDA 33316
Tel: (305) 524-8888
Fax: (305) 524-0068

OFFICIAL NOTARY SEAL
LARRY J. BEHAR
MY COMM. EXP. 12-10-92

BK23481PG0191

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

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

94-431036 10001
07-05-94 12:00PM

$ 4900.00
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK DELEHANT

COUNTY ADMIN.

This instrument prepared by
and return to:

Frederic M. Barthe
Rutherford, Minerley & Mulhall, P.A.
2101 Corporate Blvd. N.W., Suite 400
Boca Raton, Florida 33431

Property Appraisers Folio No. 1212-01-1340

WARRANTY DEED
STATUTORY

THIS INDENTURE, made this 1st day of July, 1994, between **Cardin U.S.A., Inc., a Florida corporation** whose post office address is 1735 Arthur Street, Hollywood, FL 33020, party of the first part, to **Forget Investments, Inc., a Florida corporation,** whose post office address is 333 Oklahoma Street, Hollywood, FL 33020, party of the second part,

WITHESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of 2, State of Florida, to-wit:

Lots 8, 9, 10 and 11, Block 9 of Hollywood Beach First Addition, according to the Plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision and public utility easements of record. Taxes for the year 1994 and subsequent years.

SUBJECT TO THE FOLLOWING TERMS AND RESTRICTIONS:

1. Taxes for the year 1994 and thereafter;

BK23386 0470

G ③

2. Conditions, easements, limitations and restrictions of record;

3. Mortgages:

Mortgage dated December 9, 1971 from Edward Roy Lough and Rosalind T. Lough, his wife, to David B. Burack and Harriet R. Burack, his wife, recorded in Official Records Book 4708, Page 446, of the Public Records of Broward County, Florida, in the original principal amount of $30,850.57;

Mortgage dated September 16, 1977, from Sun Manor Corporation, a Florida corporation, to Edward Roy Lough, recorded in Official Records Book 7204, Page 800, of the Public Records of Broward County, Florida, in the original principal amount of $200,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, recorded in Official Records Book 16231, Page 778, of the Public Records of Broward County, Florida, in the original principal amount of $300,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, recorded in Official Records Book 16231, Page 785, of the Public Records of Broward County, Florida, in the original principal amount of $140,000.00;

Wraparound Mortgage dated October 17, 1990 from Cardin U.S.A., Inc. to Emilien Maltais, recorded in Official Records Book 17865, Page 186, of the Public Records of Broward County, Florida, in the original principal amount of $530,000.00.

Wraparound Mortgage dated July 1, 1994 from Forget Investments, Inc. to Cardin U.S.A., Inc. in the original principal amount of $550,000.00.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

BK22338PG0471

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in the presence of:

CARDIN U.S.A., INC.

By: Serge Cardin, President

Witness (print name)

Witness (print name)

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of July, 1994 by Serge Cardin, who is President of Cardin U.S.A., Inc., who is either personally known to me or has produced a driver's license(s) as identification.

FREDERIC M. BARTHE
MY COMMISSION # CC 305147
EXPIRES: May 2, 1998
Bonded Thru Notary Public Underwriters

(notary stamp)

Notary Public (print name)
My commission expires:

BK22338PG0472

94-331036 T#001
07-05-94 12:08PM

$ 4900.00
DOCU. STAMPS-DEED

RECVD BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

94-428570 T#001
08-30-94 06:35PM

*CORRECTIVE WARRANTY DEED
(See Page 3 for explanation)

This instrument prepared by
and return to:

Frederic M. Barthe
Rutherford, Minerley & Mulhall, P.A.
2101 Corporate Blvd. N.W., Suite 400
Boca Raton, Florida 33431

Property Appraisers Folio No. 1212-01-1340

WARRANTY DEED
STATUTORY

THIS INDENTURE, made this 1st day of July, 1994, between Cardin U.S.A., Inc., a Florida corporation whose post office address is 1735 Arthur Street, Hollywood, FL 33020, party of the first part, to Forget Investments, Inc., a Florida corporation, whose post office address is 333 Oklahoma Street, Hollywood, FL 33020, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of 2, State of Florida, to-wit:

Lots 8, 9, 10 and 11, Block 9 of Hollywood Beach First Addition, according to the Plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision and public utility easements of record. Taxes for the year 1994 and subsequent years.

SUBJECT TO THE FOLLOWING TERMS AND RESTRICTIONS:

1. Taxes for the year 1994 and thereafter;

BK22556PG0081

BK22398PG0470

3 DH

2. Conditions, easements, limitations and restrictions of record;

3. Mortgages:

Mortgage dated December 9, 1971 from Edward Roy Lough and Rosalind T. Lough, his wife, to David B. Burack and Harriet R. Burack, his wife, recorded in Official Records Book 4706, Page 446, of the Public Records of Broward County, Florida, in the original principal amount of $30,050.57;

Mortgage dated September 16, 1977, from Sun Manor Corporation, a Florida corporation, to Edward Roy Lough, recorded in Official Records Book 7204, Page 800, of the Public Records of Broward County, Florida, in the original principal amount of $200,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, recorded in Official Records Book 16231, Page 778, of the Public Records of Broward County, Florida, in the original principal amount of $300,000.00;

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, recorded in Official Records Book 16231, Page 785, of the Public Records of Broward County, Florida, in the original principal amount of $140,000.00;

Wraparound Mortgage dated October 17, 1990 from Cardin U.S.A., Inc. to Emilien Maltais, recorded in Official Records Book 17865, Page 186, of the Public Records of Broward County, Florida, in the original principal amount of $530,000.00.

Wraparound Mortgage dated July 1, 1994 from Forget Investments, Inc. to Cardin U.S.A., Inc. in the original principal amount of $550,000.00.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

BK25568 PG0082

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in the presence of:

CARDIN U.S.A., INC.

By: Serge Cardin, President

Witness (print name)

Witness (print name)

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of July, 1994 by Serge Cardin, who is President of Cardin U.S.A., Inc., who is either personally known to me or has produced a driver's license(s) as identification.

FREDERIC M. BARTHE
MY COMMISSION # CC 329147
EXPIRES: May 2, 1998
Bonded Thru Notary Public Underwriters

(notary stamp)

Notary Public (print name)
My commission expires:

* This Warranty Deed is being re-recorded to show the deletion of the "s" in the word Investments in the Grantee's name.

BK22556PG0083

Return to:
Mark L. Rivlin, Esq.
Mark L. Rivlin, P.A.
1550 Madruga Ave., #120
Coral Gables, FL 33146

This instrument prepared by:
Carol Goldstein Stiefel, Esq.
1550 Madruga Avenue, Suite 120
Coral Gables, Florida 33146
Tax Folio Number: 11212-01-13400

INSTR # 99395139
OR BK 29643 PG 1749
RECORDED 07/09/99 11:58 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 5,390.00

WARRANTY DEED

THIS WARRANTY DEED made the 30th day of June, 1999, [illegible] FORGET INVESTMENT, INC., a Florida corporation, Party of the Fir[illegible] mailing address is 333 Oklahoma St., Hollywood, Florida 33019-3442, and SUN MANOR TWO THOUSAND, INC., a Florida corporation, Party of the Second Part, whose mailing address is 7643 Harding Ave., Miami Beach, Florida 33141.

WITNESSETH:

THAT, the Party of the First Part, for and in consideration of the sum of TEN AND NO/00 DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to said Party of the Second Part, its heirs, successors and assigns forever, the following described real property, located and situate in the County of Broward, State of Florida, to-wit:

Lots 8, 9, 10 and 11, in Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

This conveyance is subject to the following:

1. Taxes for the year 1999, and subsequent years.
2. Conditions, restrictions, limitations, agreements and easements of record, if any; but this provision shall not operate to reimpose the same.
3. Zoning and other governmental regulations.
4. Mortgage recorded in Official Records Book 4708, at Page 446; Mortgage recorded in Official Records Book 16231, at Page 778; Mortgage recorded in Official Records Book 16231, at Page 785; Mortgage recorded in Official Records Book 17865, at Page 186; Mortgage recorded in Official Records Book 22338, at Page 473, and re-recorded in Official Records Book 22556, at Page 84, and modified in Official Records Book 24879, at Page 867, all of the Public Records of Broward County, Florida, which secure the aggregate outstanding principal balance of $444,778.41, which Party of the Second Part assumes and agrees to pay.

The benefits and obligations hereunder shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective Parties hereto. The Party of the First Part does hereby fully warrant the title to the real property hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, FORGET INVESTMENT, INC., a Florida corporation, has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

Print Name: Carol G. Stiefel

Print Name: [illegible]

FORGET INVESTMENT, INC., A Florida corporation

By: _____
Pierre Forget, President
Address: 333 Oklahoma Street
Hollywood, FL 33019-3442

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 30 day of June, 1999, by Pierre Forget, President of FORGET INVESTMENT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver's License as identification and did/did not take an oath.

Mary L. Oscariz
Notary Public,
State of Florida at Large
MARY L. OSCARIZ
Printed name of Notary

[NOTARY SEAL]

OFFICIAL NOTARY SEAL
MARY L OSCARIZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC746414
MY COMMISSION EXP. JUNE 21,2002

My Commission Expires:

f:\wp51\REAL\SUNMANOR.WD

INSTR # 109638352
OR BK 30994 PG 1801
RECORDED 11/06/2000 08:53 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 5,880.00
DOC STMP-N 1,501.65
DEPUTY CLERK 1031

This instrument prepared by:
Mark L. Rivlin, Esq.
Mark L. Rivlin, P.A.
1550 Madruga Avenue, Suite 120
Coral Gables, Florida 33146
TAX Folio Number: 1212-01-1340

WARRANTY DEED

THIS WARRANTY DEED made the 5th day of October, 2000, by and between Sun Manor Two Thousand, Inc., a Florida corporation, Party of the First Part, whose mailing address is 7643 Harding Avenue, Miami Beach, Florida 33141, and Seaside Motel Apts, Inc., a Florida corporation, Party of the Second Part, whose mailing address is 333 Oklahoma St, Hollywood, Fl 33019

W I T N E S S E T H :

THAT, the Party of the First Part, for and in consideration of the sum of TEN AND NO/00 DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by the said Parties of the Second Part, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to said Parties of the Second Part, their heirs, successors and assigns forever, the following described real property, located and situate in the County of Broward, State of Florida, to-wit:

Lots 8, 9, 10 and 11, in Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

This conveyance is subject to the following:

1. Taxes for the year 2000, and subsequent years.
2. Conditions, restrictions, limitations, agreements and easements of record, if any; but this provision shall not operate to reimpose the same.
3. Zoning and/or restrictions and prohibitions imposed by other governmental authority.
4. Mortgage recorded in Official Records Book 16231, at Page 778; Mortgage recorded in Official Records Book 16231, at Page 785; Mortgage recorded in Official Records Book 17865, at Page 186; Mortgage recorded in Official Records Book 22338, at Page 473, and re-recorded in Official Records Book 22556, at Page 84, and modified in Official Records Book 24879, at Page 867, all of the Public Records of Broward County, Florida, which secure the aggregate outstanding principal balance of $429,089.55, which Party of the Second Part assumes and agrees to pay.

The benefits and obligations hereunder shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective Parties hereto. The Party of the First Part does hereby fully warrant the title to the real property hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Sun Manor Two Thousand, Inc., a Florida corporation, has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

Print Name: Mark L. Rivlin

Print Name: REMA GAVORENKO

SUN MANOR TWO THOUSAND, INC.,
a Florida corporation

By: _____
Irmhild Comte, President
Address: 7643 Harding Ave.
Miami Beach, Florida 33141

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5 day of October, 2000, by Irmhild Comte, President of Sun Manor Two Thousand, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced D.L. as identification and did take an oath.

Notary Public,
State of Florida at Large

MARIA E. NOLASCO
Printed name of Notary Public

OFFICIAL SEAL
MARIA E. NOLASCO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC621194
MY COMMISSION EXP. FEB. 12,2001

F:\WP51\SUNMANOR\WARRANTY.DEED

INSTR # 101400053
OR BK 32231 PG 1894
RECORDED 10/12/2001 03:55 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 6,776.00
DEPUTY CLERK 1922

This Document Prepared By and Return to:
Lawrence S. Tolchinsky, Esq.
2100 E. Hallandale Beach Blvd.
Suite #200
Hallandale Beach, Florida 33009

Parcel ID Number: 1212-01-1340
Grantee #1 TIN: 208-40-7289
Grantee #2 TIN: 164-42-3500

RECORD AND RETURN TO:
WILL CALL #BSE
STEVEN A. GREENSPAN, P.A.
19495 BISCAYNE BOULEVARD #400
AVENTURA, FLORIDA 33180
(305) 935-3333

Warranty Deed

This Indenture, Made this 1st day of October, 2001 A.D., **Between** Seaside Motel Apts, Inc., a corporation existing under the laws of the State of Florida of the County of Broward, State of Florida, **grantor,** and David L. Morse and Ruth J. Morse, husband and wife

whose address is: PO Box 2776, Hallandale Beach, Florida 33008

of the County of Broward, State of Florida, **grantees.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lots 8, 9, 10 and 11, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of BROWARD County, Florida.

This conveyance is subject to the following:

Subject to restrictions, reservations, easements and limitations of public record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, a Florida corporation, recorded in Official Records Book 16231, Page 778, of the Public Records of Broward County, Florida, in the original principal amount of $300,000.00; and

Mortgage dated February 22, 1989 from Emilien Maltais, a single man, to Sun Manor Corporation, a Florida corporation, a Florida corporation, recorded in Official Records Book 16231, Page 785, of the Public Records of Broward County, Florida, in the original principal amount of $140,000.00; and

Wraparound Mortgage dated October 17, 1990 from Cardin U.S.A., Inc. to Emilien Maltais, recorded in Official Records Book 17865, Page 186, of the Public Records of Broward County, Florida, in the original principal amount of $530,000.00; and

Wraparound Mortgage dated July 1, 1994 from Forget Investments, Inc. to Cardin USA, Inc., recorded in Official Records Book 22338, Page 473, and re-recorded in Official Records Book 22556, Page 84, and modified in Official Records Book 24879, Page 867, of the Public Records of Broward County, Florida, in the original principal amount of $550,000.00 hereinafter referred as "Forth Mortgage".

Subject to that certain Wraparound Mortgage dated October 1, 2001 from David L. Morse and Ruth J. Morse to Gordon Schlatter in the original principal amount of $774,647.00.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Laser Generated by © Display Systems, Inc., 2000 (863) 763-3555 Form FLWD-2

Parcel ID Number: 1212-01-1340

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Seaside Motel Apts, Inc.

Amy M. Lee

Printed Name: Amy M. Lee
Witness

By: _____ (Seal)
Gordon Schlatter, President
P.O. Address: PO Box 2776
Hallandale Beach, Florida 33008

Printed Name: Suzanne Herrera
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of October, 2001 by Gordon Schlatter, President of Seaside Motel Apts, Inc., a Florida Corporation, on behalf of the corporation

he is personally known to me or he has produced his Florida driver's license as identification.

Printed Name:
Notary Public
My Commission Expires:

Lawrence Tolchinsky
MY COMMISSION # CC906687 EXPIRES
February 4, 2003
BONDED THRU TROY FAIN INSURANCE INC.

Laser Generated by © Display Systems, Inc., 2000 (863) 763-5555 Form PL-WD-2

CFN # 104063466, OR BK 37617 Page 1229, Page 1 of 2, Recorded 06/08/2004 at 04:05 PM, Broward County Commission, Doc. D $9625.00 Deputy Clerk 2030

To be returned to: Roland Gallor, Esq., Shutts & Bowen LLP, 201 S. Biscayne Boulevard, 1500 Miami Center, Miami, Florida 33131

Prepared by:
Kurt S. Harmon, Esq.
6363 NW 6th Way, Suite 420
Ft. Lauderdale, FL 33309

Parcel I.D. No.: 11212-01-12500

WARRANTY DEED

THIS INDENTURE, made this 4 day of June, 2004, between **David L. Morse and Ruth J. Morse, husband and wife,** Grantors, and **Danyko, LLC, a Florida Limited Liability Company,** with its principal place of business located at 40205 Fisher Island Drive, Fisher Island, FL 33109, Grantee.

WITNESSETH: That said Grantors, for and in consideration of the sum of TEN and 00/100 Dollars ($10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following-described land, situate, lying and being in Broward County, Florida, to wit:

> Lots 8, 9, 10 and 11, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO: Conditions, restrictions, limitations and easements of record, if any, and real estate taxes for the year 2004 and all subsequent years.

And said Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Witnesses:

Witness #1 Signature

KURT S HARMON
Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Grantor:

David L. Morse
P.O. Box 25
Canton, PA 17724-0025

2

Witnesses:

Witness #1 Signature

Dianna L Thompson
Witness #1 Printed Name

Witness #2 Signature

Deanna M Watkins
Witness #2 Printed Name

Grantor:

Ruth J. Morse
P.O. Box 25
Canton, PA 17724-0025

STATE OF FLORIDA)
ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of ~~May~~ June, 2004, by David L. Morse, who (__) is personally known to me or who (✓) has produced a Pennsylvania Driver License as identification.

My Commission Expires:

Kurt S. Harmon
Commission #DD303196
Expires: Mar 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public, State of Florida
Printed, typed or stamped name:
Serial No., if any:

STATE OF PENNSYLVANIA)
ss:
COUNTY OF Bradford)

The foregoing instrument was acknowledged before me this 25th day of May, 2004, by Ruth J. Morse, who (X) is personally known to me or who (__) has produced a Pennsylvania Driver License as identification.

My Commission Expires:

NOTARIAL SEAL
KATHLEEN TURNER, NOTARY PUBLIC
CANTON BORO., BRADFORD COUNTY
MY COMMISSION EXPIRES JULY 23, 2005

Kathleen Turner
Notary Public, State of Pennsylvania
Printed, typed or stamped name:
Serial No., if any:

(Notary seal)

Prepared by & Return to:

Roland A. Gallor, Esq.
Shutts & Bowen LLP
201 S. Biscayne Blvd.
1500 Miami Center
Miami, Florida 33131

Tax Folio No.: 11212-01-13400

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of November 12, 2008, by DANYKO, LLC, a Florida limited liability company, having an address of 1675 Meridian Avenue, Suite 420, Miami Beach, Florida 33139 ("Grantor"), to and for the benefit of JULIA 1 LLC, a Florida limited liability company, having an address of 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, conveyed, and sold, and does hereby grant, bargain, convey, and sell unto Grantee, its successors and assigns, all that certain land lying, situated and being in Broward County, Florida, more particularly described on **Exhibit "A"**, attached hereto and by this reference incorporated herein (the "Land"), and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to the Land;

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements (collectively, the "Improvements").

All of the property and property rights described above shall be referred to herein as the "Property".

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee, its successors and assigns, forever in fee simple.

This conveyance is subject to (i) taxes for the year 2008 and subsequent years, (ii) applicable zoning ordinance and governmental regulations, and (iii) conditions, restrictions,

covenants, limitations, and easements of record; provided however, that this instrument shall not be deemed to reimpose any of same.

Grantor does hereby covenant with Grantee that at the time of the delivery of this Deed, except as described above, the Property was free from any encumbrance made by Grantor, and that Grantor will specially warrant title to the Property and will defend it against the lawful claims of all persons claiming by through or under Grantor, but against none other.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Print Name: Holly Israel

Print Name: OLGA L. DUQUE

DANYKO, LLC, a Florida limited liability company

By: _____
Name: Barry Brant, Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of November, 2008, by Barry Brant as Manager of DANYKO, LLC, a Florida limited liability company. He is personally known to me or produced a FL drivers license as identification.

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

OLGA L. DUQUE
MY COMMISSION # DD 750152
EXPIRES: March 30, 2012

MIADOCS 3137583 1

Exhibit "A"

Legal Description

Lots 8, 9, 10 and 11, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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This Instrument Prepared By:
Jacqueline Lage, Esquire
GONZALEZ LAGE, PA
8750 NW 36 Street
Suite 425
Miami, FL 33178

Recorder's Note: This Mortgage secures a Note in the principal amount of $4,750,000.00. Therefore, documentary stamp taxes and intangible taxes are being paid hereunder based on $4,750,000.00.

MORTGAGE

THIS MORTGAGE, executed this 2[illegible] day of March, 2015, by MEITAL 1 LLC, a Florida limited liability company (as to Parcel I), MEITAL 2 LLC, a Florida limited liability company (as to Parcel II), MEITAL 3 LLC, a Florida limited liability company (as to Parcel III), JULIA 1 LLC, a Florida limited liability company (as to Parcel IV), and JULIA 2 LLC, a Florida limited liability company (as to Parcel V), having post office mailing addresses at 3350 SW 57th Place, Fort Lauderdale, Florida 33312 of the County of Broward of the State of Florida, hereinafter collectively referred to as the "Mortgagor", which term as used in every instance shall include the Mortgagor's, administrators, successors, legal representatives, assigns and grantees either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever context so requires or admits, parties of the first part to EXECUTIVE NATIONAL BANK, having a place of business and its post office mailing address at 9600 North Kendall Drive, Miami, Florida 33176, hereinafter called Mortgagee, which term as used in every instance shall include the Mortgagee's successors, legal representatives and assigns, party of the second part.

WITNESSETH, that for diverse good and valuable considerations, and to secure the payment of the aggregate sum of money named in the Note (as defined herein), together with interest thereon and all other sums of money secured hereby as hereinafter provided, including any renewals, extensions, modifications, replacements or substitutions thereof, or any future or additional advances as may be made by Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, of which the Mortgagor is now seized and possessed, and in actual possession of the property more particularly described as follows, to-wit:

Parcel I:
Lots 10 and 11, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel II:
Lots 12 and 13, Less the West 12.81 Feet for Road Right of Way, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel III:
Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, less the Westerly 12.81 Feet of Said Lots 14 and 15 for Right of Way.

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JULIA 1 LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

_____
Print Name: RUSSELL S. JACOBS

_____
Print Name: Brenda Dan Tarantini

JULIA 2 LLC, a Florida limited liability company

By: _____
Marc Eisenmann, Manager

_____
Print Name: RUSSELL S. JACOBS

_____
Print Name: Brenda Dan Tarantini

STATE OF FLORIDA)
)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 20 day of March, 2015, by Marc Eisenmann, as Manager of MEITAL 1 LLC, a Florida limited liability company, MEITAL 2 LLC, a Florida limited liability company, MEITAL 3 LLC, a Florida limited liability company, JULIA 1 LLC, a Florida limited liability company, and JULIA 2 LLC, a Florida limited liability company, who X is personally known to me or ____ who produced a Driver's License as identification.

_____
NOTARY PUBLIC-State of Florida
Print/Type/Stamp Name:
Commission Expiration Date:
Notary Seal:

RUSSELL S. JACOBS
MY COMMISSION # FF 133852
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

2

This Instrument Prepared By:
Jacqueline Lage, Esquire
GONZALEZ LAGE, PA
8750 NW 36 Street
Suite 425
Miami, FL 33178

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of the 20 day of March, 2015 is made by MEITAL 1 LLC, a Florida limited liability company (as to Parcel I), MEITAL 2 LLC, a Florida limited liability company (as to Parcel II), MEITAL 3 LLC, a Florida limited liability company (as to Parcel III), JULIA 1 LLC, a Florida limited liability company (as to Parcel IV), and JULIA 2 LLC, a Florida limited liability company (as to Parcel V) (collectively, the "Assignor") having offices at 3350 SW 57th Place, Fort Lauderdale, FL 33312, to Executive National Bank, having an office at 9600 North Kendall Drive, Miami, Florida 33176 ("Assignee");

WITNESSETH:

WHEREAS, Assignee has agreed to provide for a loan (the "Loan") to Assignor (collectively, the "Borrower") in the original principal amount of Four Million Seven Hundred Fifty Thousand and 00/100 Dollars ($4,750,000.00) evidenced by a certain Promissory Note dated as of even date herein (the "Note") and secured by that certain Mortgage dated as of even date herein (the "Mortgage"); and

WHEREAS, in order to secure the Loan, Assignor (as to their respective parcels) has executed and delivered to Assignee this Assignment of Rents and Leases encumbering and relating to the real property legally described as:

Parcel I:
Lots 10 and 11, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel II:
Lots 12 and 13, Less the West 12.81 Feet for Road Right of Way, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel III:

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Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, less the Westerly 12.81 Feet of Said Lots 14 and 15 for Right of Way.

Parcel IV:
Lots 8, 9, 10, and 11, Block 9, of Hollywood Beach First Addition, according to the plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel V:
Lots 16 and 17, Block 9, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

(collectively, the "Property" or the "Premises"); and

WHEREAS, it is a condition to the obligation of the Assignee to make the Loan to the Assignor that Assignor execute and deliver this Assignment;

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, Assignor hereby assigns, transfers, conveys and sets over unto the Assignee, all right, title and interest of Assignor in and to (i) all Leases (as hereinafter defined) and (ii) all Rents (as hereinafter defined);

TO HAVE AND TO HOLD the same unto the Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

AND Assignor hereby further agrees as follows:

Section 1.
Definitions.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Mortgage. As used herein, the following terms shall have the following meanings:

(a) "Leases" or each a "Lease" shall mean any and all leases, to the extent of the interest therein of Assignor, subleases or sub-subleases, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Property or the buildings located on the Property (the "Buildings"), and all modifications, amendments or other agreements relating to such leases, subleases, sub-subleases or other agreements, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto. For purposes of this Assignment, a "Long Term Lease" or "Long Term Leases" shall mean any and all Leases with a term of one (1) year or more.

(b) "Rents" shall mean all the rents, additional rents, increases in rents, advance rents, issues, revenues, income, proceeds, profits, royalties, security deposits and other types of deposits, and other benefits paid or payable and to become due or payable to Assignor in respect of the use, occupancy, license or possession of any portion or portions of the Property or the

Buildings pursuant to the Leases, and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof.

Section 2.
Certain Representations, Warranties and Covenants.

Assignor represents, warrants and covenants to the Assignee that:

(a) Copies of all Long Term Leases, if any, which have been provided to Assignor prior to the date hereof are true, correct and complete and there have been no modifications or amendments thereto;

(b) No Event of Default or event which, with notice or lapse of time or both, would constitute an Event of Default has occurred under the Leases;

(c) The lessee under the Leases (each a "Lessee", collectively, the "Lessees") and Assignor have and shall have no agreements concerning free rent, partial rent, rebate of rental payments or any other type of rental concession, and no Rent has been paid more than sixty days in advance;

(d) The Leases shall be the only agreements between the Lessee and Assignor affecting the Property, and the Long Term Leases are the legal, valid, and binding obligation of the Assignor and are enforceable against the Lessee in accordance with their terms;

(e) No actions, whether voluntary or otherwise are pending against the Lessee of any Long Term Lease or Assignor under the bankruptcy laws of the United States or any state thereof;

(f) The payment of the Rents to accrue under any Long Term Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in the Mortgage. Assignor waives any rights of set off against any Lessee under any Long Term Leases. Assignor agrees that it will not assign any of the Rents except to a purchaser or grantee of the Property permitted under the Mortgage or in accordance with any of the other loan documents executed in connection with the Loan (the "Loan Documents");

(g) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment;

(h) Assignor shall not accept any monthly installments of rent from Lessee which is more than sixty (60) days in advance of its due date;

(i) Assignor will not consent to any request by Lessee to make any addition, improvement, or change in or to the Premises or any structure or improvement thereon or subject to the aforesaid Mortgage, which addition, improvements, or changes to the Premises would impair the security of the Assignee or adversely affect the structural integrity of the Property or any improvements subject to the Mortgage or any part thereof, unless and until it also receives the prior written consent of Assignee, which consent shall not be unreasonably withheld;

(j) Assignor shall not enter into or agree to any material amendment or modification to the Long Term Leases with Lessee without the prior written consent of Assignee. Assignor shall not consent to any Lessee voluntarily subordinating or subjecting its Lease or any interest therein to any lien or encumbrance without the prior written consent of Assignee; and

(k) Assignor shall deliver to Assignee a copy of all of Lessee's notices, requests, or demands delivered by Lessee under any Long Term Lease to Assignor regarding any defaults under the Long Term Lease or regarding anything which may directly or indirectly affect Assignee's lien on the Property or rights hereunder or under the loan documents executed in connection herewith, addressed to Assignee at the address set forth above. Assignor shall also deliver to Assignee any and all notices, demands, or requests delivered by Assignor from Lessee relating to any alleged defaults under any of the aforesaid Long Term Leases or regarding anything which may directly or indirectly affect Assignee's lien on the Property or rights hereunder or under the loan documents executed in connection herewith.

Notwithstanding, nothing herein shall prevent the Assignor from acting in a commercially reasonable manner with respect to any such Leases.

Section 3.
Deferred Exercise of Rights.

(a) As part of the consideration for the indebtedness evidenced by the Note, Assignor does hereby absolutely and unconditionally assign to Assignee all present and future Leases and the Rents. This Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent legal requirements to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the aforesaid Rents and hereby directs each Lessee of the Property to pay such Rents to Assignee or such agents; provided, however, that prior to notice from Assignee to Assignor of an Event of Default by Assignor hereunder or under any other Loan Document, Assignor shall have a license, but limited as provided in this Assignment and in any of the other Loan Documents: (i) to collect, as trustee for Assignor and Assignee, all of the Rents , and Assignor shall receive and apply such Rents (not necessarily in the following order), subject to any obligation to escrow same with Assignee, to the payment of Taxes upon the Premises before penalty or interest are due thereon, to the cost of such insurance, maintenance and repairs as may be required by the terms of the Mortgage, to satisfy all of Assignor's obligations under the Leases, and to pay interest and principal and other charges becoming due, as and when due and payable, under the Loan Documents, with the balance, so long as no Event of Default has occurred hereunder or under the other Loan Documents, to the account of Assignor; and (ii) to otherwise deal with, and enjoy the rights of the Assignor under, the Leases as otherwise permitted by the Mortgage.

(b) Upon receipt by Assignor of written notification from Assignee, stating that an Event of Default by Assignor exists and Assignee is exercising its rights hereunder, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked. Thereupon, Assignee shall immediately be entitled to possession of all Rents of the Property as the same become due and payable, and Assignor hereby authorizes and directs any Lessee and any successor to all or any part of the interests of any such Lessee to pay to Assignee the Rents due and to become due under the Leases. A demand on any Lessee

made by Assignee for such payment of Rents shall be sufficient warrant to the Lessee to make future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor agrees that upon the occurrence of an Event of Default (i) each Lessee shall have the right to rely upon any such request by Assignee, (ii) each Lessee shall pay such Rents to Assignee without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary, (iii) Assignor shall have no right to claim against any Lessee for any such Rents so paid by the Lessee to Assignee and (iv) Assignee shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any Rents held or received by Assignor after such written request from Assignee shall be held or received by Assignor as trustees for the benefit of Assignee only.

Section 4.
Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any Loan Document, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any Loan Document. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in the Mortgage or in any other Loan Document.

Section 5.
Event of Default.

Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee, at its option, to the extent allowable by law, without waiving such Event of Default but after notice to Assignor, without regard to the adequacy of the security for the Loan, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Loan in such manner and order as Assignee, in its sole discretion, may determine, subject to the terms of the Mortgage. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Mortgage or any other Loan Document;

(b) Assignor hereby acknowledges and agrees that payment of any item by a Lessee to the Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Lessee, as fully and with the same effect as if it had been paid to Assignor;

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Florida Commercial Code and Florida Statutes to the extent of such

rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 6.
Application of Rents and Proceeds.

Rents shall be applied after an Event of Default in accordance with the Mortgage.

Section 7.
Attorney-in-Fact.

Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint the Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which the Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

Section 8.
Termination.

The Assignee, by the acceptance of this Assignment, agrees that when the Loan and all obligations thereunder shall have been paid in full, this Assignment shall terminate, and the Assignee shall execute and deliver to Assignor upon such termination such instruments of re-assignment and Florida Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 9.
Expenses.

Assignor agrees to pay to the Assignee all out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the Assignee of any obligations of Assignor hereunder which Assignor has failed or refused to perform.

Section 10.
Further Assurances.

Assignor agrees that, from time to time upon the written request of the Assignee, it will give, execute, deliver, file, and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of the Assignee) to create, preserve, perfect or validate this

Assignment or to enable Assignee to exercise and enforce its rights hereunder with respect to such Assignment.

Section 11.
No Obligation by the Assignee.

(a) By virtue of this Assignment, the Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases.

(b) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon the Assignee, nor shall it operate to make the Assignee responsible or liable for any waste committed on the Property by any Lessee or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

Section 12.
Miscellaneous.

(a) No failure on the part of the Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law. Notwithstanding anything to the contrary contained herein, Assignee shall act in a commercially reasonable manner when exercising any power, right or remedy hereunder.

(b) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS SITUATED, WITHOUT GIVING EFFECT TO THE CONFLICTS-OF-LAWS RULES AND PRINCIPLES OF SUCH STATE.

(c) All rights and remedies set forth in this Assignment are cumulative, and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to the Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of the Assignee under any of the other Loan Documents.

(d) Until the indebtedness secured by the Loan Documents is paid in full, Assignor will deliver from time to time to the Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Long Term Leases, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Long Term Leases upon all or any part of the Property and upon request of Assignee will specifically transfer and assign to Assignee such other and future Long Term Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute and deliver to Assignee, upon demand and at any time or times, any and all further assignments and

other instruments as Assignee may determine for carrying out the purposes and intent of this Assignment.

(e) This Assignment may not be amended except by an instrument in writing signed by the Assignor and the Assignee.

Section 13.
Defeasance.

If Assignor shall pay or cause to be paid in full to Assignee all monetary obligations hereunder and under the Mortgage and the Note on or before the date on which they are due and payable, and in the manner stipulated herein and therein, all without deduction or credit for taxes or other charges paid by Assignor, and if Assignor shall have kept, performed and observed all the covenants and conditions contained herein and all of the other Loan Documents, then Assignee shall deliver to Assignor all such documents in recordable form to release the Property from the encumbrances created hereby and by the Mortgage, but otherwise this Assignment shall remain in full force and effect.

Section 14.
Successors and Assigns.

Assignor may not assign their rights under this Assignment except as permitted under the Mortgage. Assignor hereby acknowledges and agrees that Assignee may assign this Assignment as permitted under the Mortgage. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and the Assignee and their respective successors and assigns.

Section 15.
Notices.

All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Mortgage.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first written above.

Signed, Sealed and Delivered
In the Presence of:

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SARGATINI

MEITAL 1 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SARGATINI

MEITAL 2 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SARGATINI

MEITAL 3 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SARGATINI

JULIA 1 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

Print Name: RUSSELL S. JACOBS
Print Name: ALEJANDRA SARGATINI

JULIA 2 LLC, a Florida limited liability company
By: Marc Eisenmann, Manager

STATE OF FLORIDA)
)SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 20 day of March, 2015, by Marc Eisenmann, as Manager of MEITAL 1 LLC, a Florida limited liability company; MEITAL 2 LLC, a Florida limited liability company; MEITAL 3 LLC, a Florida limited liability company; JULIA 1 LLC, a Florida limited liability company; and JULIA 2 LLC, a Florida limited liability company who is personally known to me or has produced a Driver's License as identification.

Notary Name: _____
Commission No.: _____

My commission expires:

RUSSELL S. JACOBS
MY COMMISSION # FF 133852
EXPIRES: July 18, 2016
Bonded Thru Notary Public Underwriters

THIS INSTRUMENT PREPARED BY:
BERTRAM A. SAPURSTEIN, ESQ.
SAPURSTEIN & BLOCH, P.A.
9700 SOUTH DIXIE HIGHWAY
SUITE 1000
MIAMI, FLORIDA 33156
TEL. 305-670-9500

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

FUTURE ADVANCE AND MORTGAGE MODIFICATION AGREEMENT

THIS FUTURE ADVANCE AND MORTGAGE MODIFICATION AGREEMENT made and effective as of this 20th day of July, 2017, by and between:

EXECUTIVE NATIONAL BANK
9600 North Kendall Drive, Miami, FL 33176
(hereinafter referred to as "Lender")

and

JULIA 1 LLC
JULIA 2 LLC
MEITAL 1 LLC
MEITAL 2 LLC
MEITAL 3 LLC
333 OKLAHOMA ST HOLLYWOOD, FL 33019
324 MCKINLEY ST HOLLYWOOD, FL 33019
333 CLEVELAND STREET HOLLYWOOD, FL 33019
345 CLEVELAND ST HOLLYWOOD, FL 33019
1915 N. OCEAN DR HOLLYWOOD, FL 33019
(hereinafter referred to as "Borrower")

and

MARC EISENMANN
(hereinafter referred to as "Guarantor")

W I T N E S S E T H:

WHEREAS, Borrower executed a Commercial Promissory Note in favor of Lender in the sum of Four Million Seven Hundred Fifty Thousand and 00/100 ($4,750,000.00) Dollars dated March 20, 2015, (the "Original Note"), which Note is secured by a certain Mortgage (the "Mortgage") executed by Borrower, in favor of

Documentary Stamps in the amount of $16,625.00 and Intangible Tax in the amount of $9,500.00, were affixed to the Mortgage recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, based on the principal sum of $4,750,000.00. Documentary stamps will be paid on the new money amount of $1,518,208.12.

Lender on March 20, 2015, and recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, encumbering real property located in Broward County, Florida, more particularly described as:

PARCEL 1 Lots 10 and 11, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

PARCEL 2 Lots 12 and 13, Less the West 12.81 feet thereof in Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

PARCEL 3 Lots 14 and 15, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, Less the Westerly 12.81' of said Lots 14 and 15 for right of way.

PARCEL 4 Lots 8, 9, 10 and 11, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

PARCEL 5 Lots 16 and 17, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and,

WHEREAS, Borrower has requested from Lender a Future Advance in the amount of One Million Five Hundred Eighteen Thousand Two Hundred Eight and 12/100 ($1,518,208.12) Dollars ; and

WHEREAS, Guarantor has joined in the request for a Future Advance; and

WHEREAS, Borrower has executed and delivered a Consolidated and Restated Commercial Promissory Note with an effective date of July 20, 2017, in the principal amount of Six Million and 00/100 ($6,000,000.00) Dollars, "Renewal Note"; and

WHEREAS, Borrower and Lender are desirous of having the Mortgage secure all indebtedness due under the Original Note and Renewal Note.

NOW, THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by Borrower to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The foregoing recitals are true and correct.

2. The Mortgage shall continue to secure the obligations of the Original Note and Renewal Note;

3. The parties acknowledge that the current outstanding principal balance due Lender is Four Million Four Hundred Eighty-One Thousand Seven Hundred Ninety-One and 88/100 ($4,481,791.88) Dollars.

4. Borrower and Guarantor acknowledge that the balance due as set forth in paragraph three (3) above represents valid and existing indebtedness due and payable by the Borrower to the Lender, and further acknowledge and represent that the Borrower and Guarantor have no set-offs or defenses of any kind or nature whatsoever with respect to the unpaid principal balance or accrued interest due and owing on the Original Note.

5. Borrower shall make payments pursuant to the terms and conditions of the "Renewal Note".

6. The parties hereto agree that except as otherwise set forth, modified and/or amended, all of the terms, covenants and conditions of the Original Note, Renewal Note, and Mortgage shall remain in full force and effect.

7. This Future Advance and Mortgage Modification Agreement is not intended to be, nor shall it be deemed or construed to be a novation or release with regard to the Mortgage recorded on April 7, 2015, as Instrument Number 112909335, of the Public Records of Broward County, Florida, nor will same affect the validity and priority of the lien of the Mortgage which secures that certain Promissory Note dated March 20, 2015, in the original principal sum of Four Million Seven Hundred Fifty Thousand and 00/100 ($4,750,000.00) Dollars.

8. This Agreement shall be binding upon and inure to the benefit of the heirs and/or successors and assigns of the parties hereto and shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in Miami-Dade County, Florida, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

(Print Name) Carolyn Barlin

(Print Name) Russell Jacobs

LENDER:

EXECUTIVE NATIONAL BANK

By: _____
PETER FERNANDEZ, Executive Vice President

BORROWER(S):

JULIA 1 LLC, a Florida limited liability company and JULIA 2 LLC, a Florida limited liability company and MEITAL 1 LLC, a Florida limited liability company and MEITAL 2 LLC, a Florida limited liability company and MEITAL 3 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

(Print Name) PETER FERNANDEZ

(Print Name) Russell Jacobs

Print Name: PETER FERNANDEZ

Print Name: Russell Jacobs

GUARANTOR:

_____
MARC EISENMANN

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared PETER FERNANDEZ, Executive Vice President of EXECUTIVE NATIONAL BANK, Lender, who acknowledged the foregoing in his capacity as same for the purposes herein described this 16 day of August, 2017.

_____
NOTARY PUBLIC, State of Florida

Personally Known____ Produced Identification ✓
Identification Produced_____

RUSSELL S. JACOBS
MY COMMISSION # FF 133852
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared MARC EISENMANN, individually and as Manager, of JULIA 1 LLC, a Florida limited liability company; JULIA 2 LLC, a Florida limited liability company; MEITAL 1 LLC, a Florida limited liability company; MEITAL 2 LLC, a Florida limited liability company and MEITAL 3 LLC, a Florida limited liability company, who acknowledged the foregoing in his capacity as same for the purposes herein described this 16 day of August, 2017.

NOTARY PUBLIC, State of Florida

Personally Known X Produced Identification ___
Identification Produced_____

RUSSELL S. JACOBS
MY COMMISSION # FF 13365
EXPIRES: July 18, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Sheron Proulx 786-780-1957

Email Address

B. SEND ACKNOWLEDGEMENT TO:
Name Executive National Bank

Address 13450 SW 126 Street, Bay 12

Address

City/State/Zip Miami, Florida 33186

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 112909337

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION – DEBTOR NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME			
MEITAL 1 LLC, a Florida limited liability company			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3. CURRENT RECORD INFORMATION – SECURED PARTY NAME – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME			
Executive National Bank			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

4. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. ■ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ☐ **ASSIGNMENT** ☐ Full or ☐ Partial: Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. ☐ **AMENDMENT** (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

☐ **DELETE** name: Give record name to be deleted in item 8a or 8b.

☐ **ADD** name: Complete item 9a or 9b, and 9c.

8. CURRENT RECORD INFORMATION – INSERT ONLY ONE NAME (8a OR 8b) – Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: – INSERT ONLY ONE NAME (9a OR 9b) – Do Not Abbreviate or Combine Names

9.a ORGANIZATION'S NAME				
9.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
9.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

10. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ DELETE or ☐ ADD, or give entire ☐ RESTATE collateral description, or describe collateral ☐ ASSIGN collateral

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

12. OPTIONAL FILER REFERENCE DATA

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE—1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Cab Canal, thence run northerly upon and along the East bank of the F.C.L.C. & T. Cab Canal two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section twelve (12), thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean, thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South Section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Cab Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank Chesney, Engineer.
License No 272

State of Florida
Broward County } SS.

Know all men by these presents that the Homeseekers Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, keys and walks shown on said plat

Homeseeker's Realty Company

By President Joseph W. Young

Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

Mary E. Munro a Notary Public in and for said County and State do hereby certify that on this date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

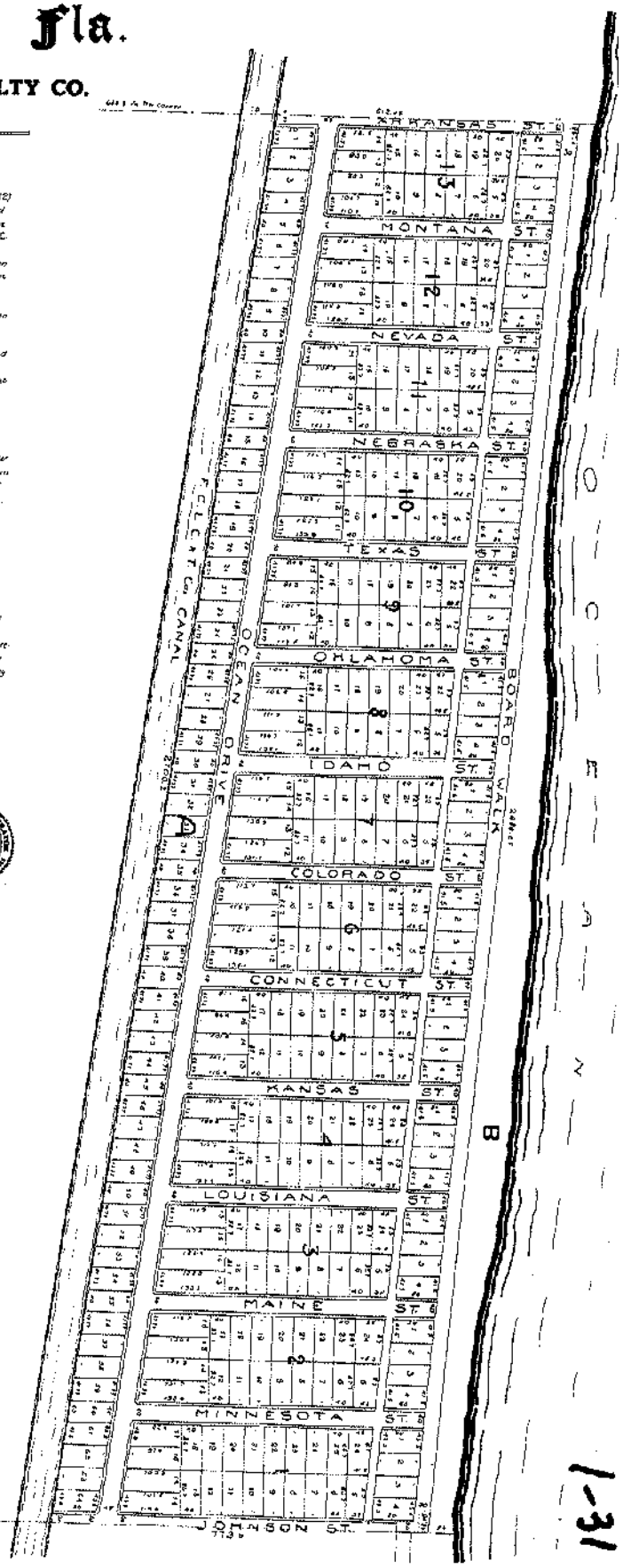
Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923

My Commission expires on the 7th day of July 1924

Mary E. Munro
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY } I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31 in the Public Records of Broward County, Florida. Witness my hand and official seal this 27 day of Nov. A.D. 1957
By Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners



19395

1-31

256 / 108

WARRANTY DEED

THIS INDENTURE, made this 19th day of March A. D. 1927, between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and J. E. McCandless, of New Castle, Pennsylvania, - party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS - - - - - - - - - - - - - Dollars ($ 10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to wit:

LOT EIGHT (8) BLOCK NINE (9) - -

- - - - - - - - - - - - - - - - -

- - - - - - - - - - - - - - - - -

- - - - - - - - - - - - - - - - -

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION" [illegible] Section Twelve (12), Township Fifty-one (51) South, Range [illegible] East, [illegible] in the office of the Clerk of the Circuit Court in and for [illegible] County, Florida, in Plat Book 1, at Page 31, thereof

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than TWENTY-FIVE HUNDRED - Dollars ($2500.00), and when so used, the grantee shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee his heirs and assigns, agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST:

[signature] Secretary.

Signed, sealed and delivered in the presence of:

[signature]

[signature]

HOME SEEKERS REALTY COMPANY.

By [signature] Vice-President.

Order: 23-102171 Page 1 of 2 Requested By: jasonalonso, Printed: 8/29/2023 8:45 AM
Doc: FLBROW:RDED 256-00108

STATE OF FLORIDA,
COUNTY OF BROWARD, ss.

I, E. R. BENNETT, Clerk of the Circuit Court in and for said County, and State aforesaid, DO HEREBY CERTIFY that ..... a Notary Public for the State of Florida at Large ..... and J. E. YOUNG ..... both well known to me and known to me to be the persons described in and who executed the foregoing instrument as Grantors, and severally acknowledged before me that they signed, sealed and delivered the within deed as their free and voluntary act and deed of the corporation and of themselves as such officers, for the uses and purposes therein set forth.

Witness my hand and notarial seal this 25th day of March A. D. 1927.

Notary Public State of Florida at Large.

My commission expires on the 26th day of February A. D. 1930.

WARRANTY DEED

(From Corporation)

HOME SEEKERS REALTY COMPANY

to

J. E. MC CANDLISS

Date March 29, 1927.

ABSTRACT OF DESCRIPTION

Lot (8) Block (9)

Hollywood Beach First Addition

STATE OF FLORIDA,
COUNTY OF

On this day of A. D. 192.., at o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages of Book In the public records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit Court of said State, in and for said County.

Clerk

D. C.

INDEXED

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record ... of May 1930 and recorded in book ... of deeds on page 108. RECORD VERIFIED

E. R. BENNETT, Clerk of the Circuit Court

By Ola Mae Garland

Corey v. Wade

Requested By: jasoralonso, Printed: 8/29/2023 8:45 AM
Order: Z5102171
Doc: FLBROW:RDED 256-00108

HOLLYWOOD BEACH, FIRST ADDITION 203836

Warranty Deed

THIS INDENTURE, made this 22nd day of March A. D. 1940, between HOLLYWOOD LAND COMPANY, INC. a corporation organized and existing under and by virtue of laws of the State of Florida, party of the first part, and Ivan D. Sechrist

party Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars, and other valuable considerations ($10.00) to it in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party Y of the second part his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lot Nine (9), Block Nine (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent, substantial building of good appearance costing not less than Twenty-five Hundred ($2,500.00) Dollars.

and when so used, the grantee shall forwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee his heirs and assigns, agree S that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land

(e) That a violation of any or all of said restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee his heirs or assigns, shall pay all costs, including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

Signed, Sealed and Delivered in the presence of:

HOLLYWOOD LAND COMPANY, INC.

By President.

ATTEST: Secretary.

Canceled Apr 2 '40

DEED 353 PG 422

STATE OF FLORIDA, County of Broward, ss.

I, Florence Anderson, a Notary Public for the State of Florida at Large.

HEREBY CERTIFY that before me personally appeared Leon C. Hetrick and Stanley M. Beckerman respectively of HOLLYWOOD LAND COMPANY, INC well known to me and known to me to be the President and Secretary/~~xxxxxxxxxxxxxxxx~~

a corporation organized and existing under and by virtue of the laws of the State of Florida, and acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and as such officer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of January A. D. 1940.

Florence Anderson
Notary Public, State of Florida at Large.

My notarial commission expires on the 15th day of May A. D. 1940.

INDEXED

20,833

Warranty Deed

(From Corporation)

~~HOLLYWOOD LAND COMPANY, INC.~~

TO

Ivan D. Sechrist

ABSTRACT OF DESCRIPTION

Lot 9, Block D, Beach 1st Addn

STATE OF FLORIDA,

COUNTY OF

On this day of A.D., 193 at o'clock m. this instrument was filed for record and being duly acknowledged and proven, I have recorded the same on pages of Book in the public records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit Court of said State, in and for said County.

Clerk

D. C.

STATE OF FLORIDA, COUNTY OF BROWARD } This instrument filed for record 19 and recorded in Book on page RECORD VERIFIED, E. R. BENNETT, Clerk of the Circuit Court By D. C.

Rec 772, Hend.

APR-

DED 353 PAGE 423

50 50 50 50

HOLLYWOOD BEACH, FIRST ADDITION

Warranty Deed

THIS INDENTURE, made this 22nd day of March A. D. 1940 between HOLLYWOOD, INC., a corporation organized and existing under and by virtue of laws of the State of Florida, party of the first part, and Ivan D. Sechrist

party X of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars, and other valuable consideration ($ 10.00) to it in hand paid by the said party Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party Y of the second part, his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lots Eight (8), and Ten (10),
Block Nine (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent, substantial building of good appearance costing not less than Twenty-five Hundred ($2,500.00) Dollars.

and when so used, the grantee shall forwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee his heirs and assigns, agree, that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land

(e) That a violation of any or all of said restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee his heirs or assigns, shall pay all costs, including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

Signed, Sealed and Delivered in the presence of:

HOLLYWOOD, INC.

President

Attest: Secretary.

FLORIDA $1.00 cancelled April 1940 FLORIDA .30

Order: 23-102171
Doc: FLBROW:RDED 353-00423

Requested By: jasonalonso, Printed: 8/29/2023 8:47 AM

STATE OF FLORIDA, County of Broward, ss

I, Florence Anderson, a Notary Public for the State of Florida at Large, HEREBY CERTIFY that before me personally appeared Leon C. Herrick and Stanley E. Bekeman respectively President and Secretary/Treasurer of HOLLYWOOD, INC. well known to me and known to me to be the

a corporation organized and existing under and by virtue of the laws of the State of Florida, and acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of March A. D. 1960.

Notary Public, State of Florida at Large.

My notarial commission expires on the 15th day of May A. D. 1960.

203832 INDEXED

Warranty Deed

(From Corporation)

HOLLYWOOD, INC.

TO

Ivan D. Sechriat

ABSTRACT OF DESCRIPTION

Lots 8 and 10, Block 9,
Beach First Addition

STATE OF FLORIDA,

COUNTY OF .....

On this.....day of.....

A.D. 193..., at....o'clock....m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages

.....of Book.....in the public records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the.....Judicial Circuit Court of said State, in and for said County.

.....Clerk

.....D. C.

FILED FOR RECORD
MAR 22 1960
COPY

STATE OF FLORIDA
COUNTY OF BROWARD
This instrument filed for record 2nd day of March 19 60 and recorded in Book 353 of Deed on page 623 RECORD VERIFIED.
E. R. BENNETT, Clerk of the Circuit Court
By Re May Grant D.C.

78- 76150

CERTIFICATION

I certify this to be a true and correct copy of the record in my office. Resolution No. 71-2-71

WITNESS my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978

City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:20

EE 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. MEHR

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

BK 7489 PG 391

(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

REC 7489 PAGE 302

inclusive, and Lots 15 to 19, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

BK 7489 PG 303

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PG 0394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OR 7489 PG 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 396

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BB-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

OFF REC 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 25, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
S. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 7489 PAGE 308

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

Per County Commission Minutes DEC 9 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

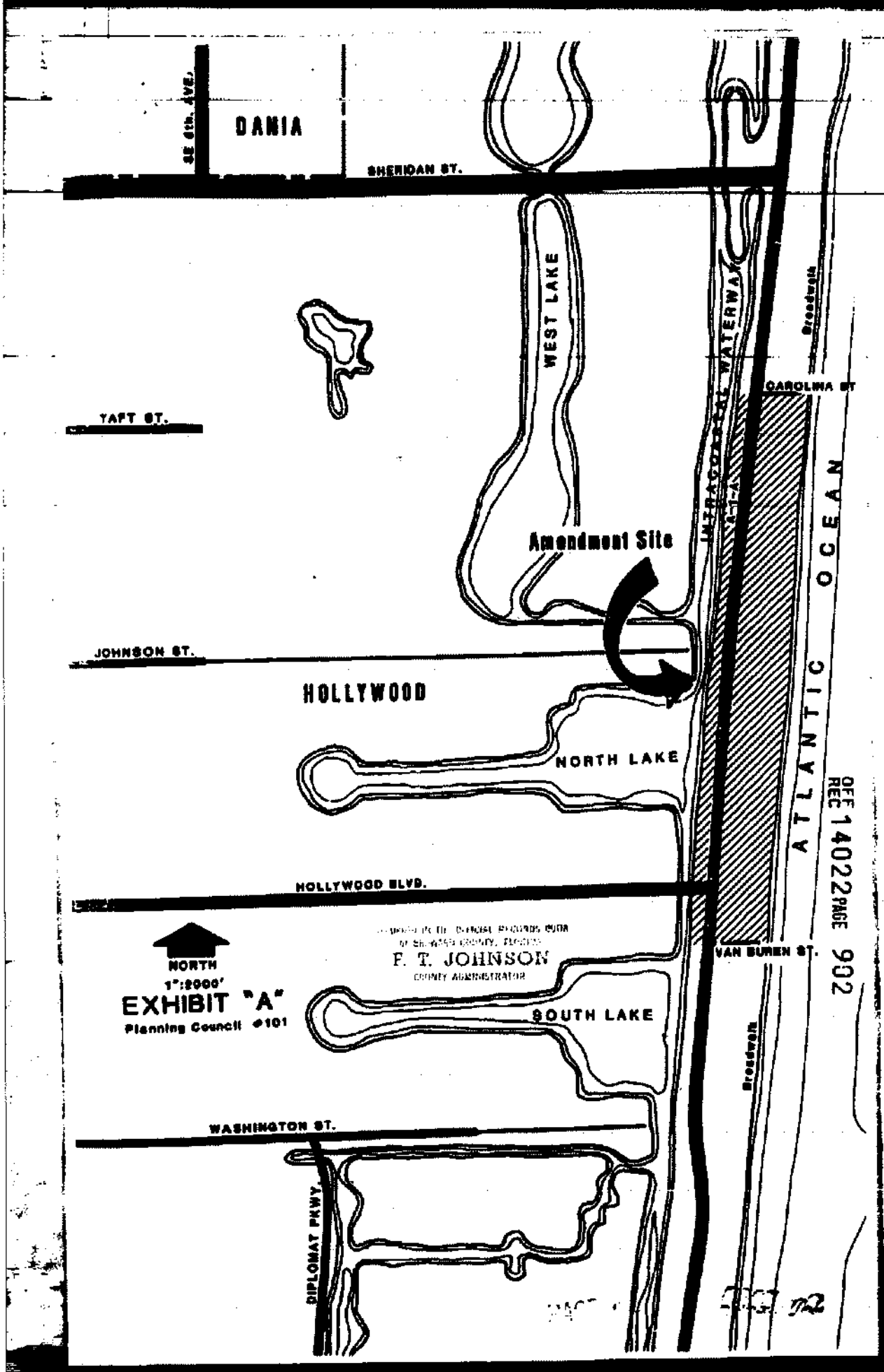
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 990

DEC 9 1986

Division of Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

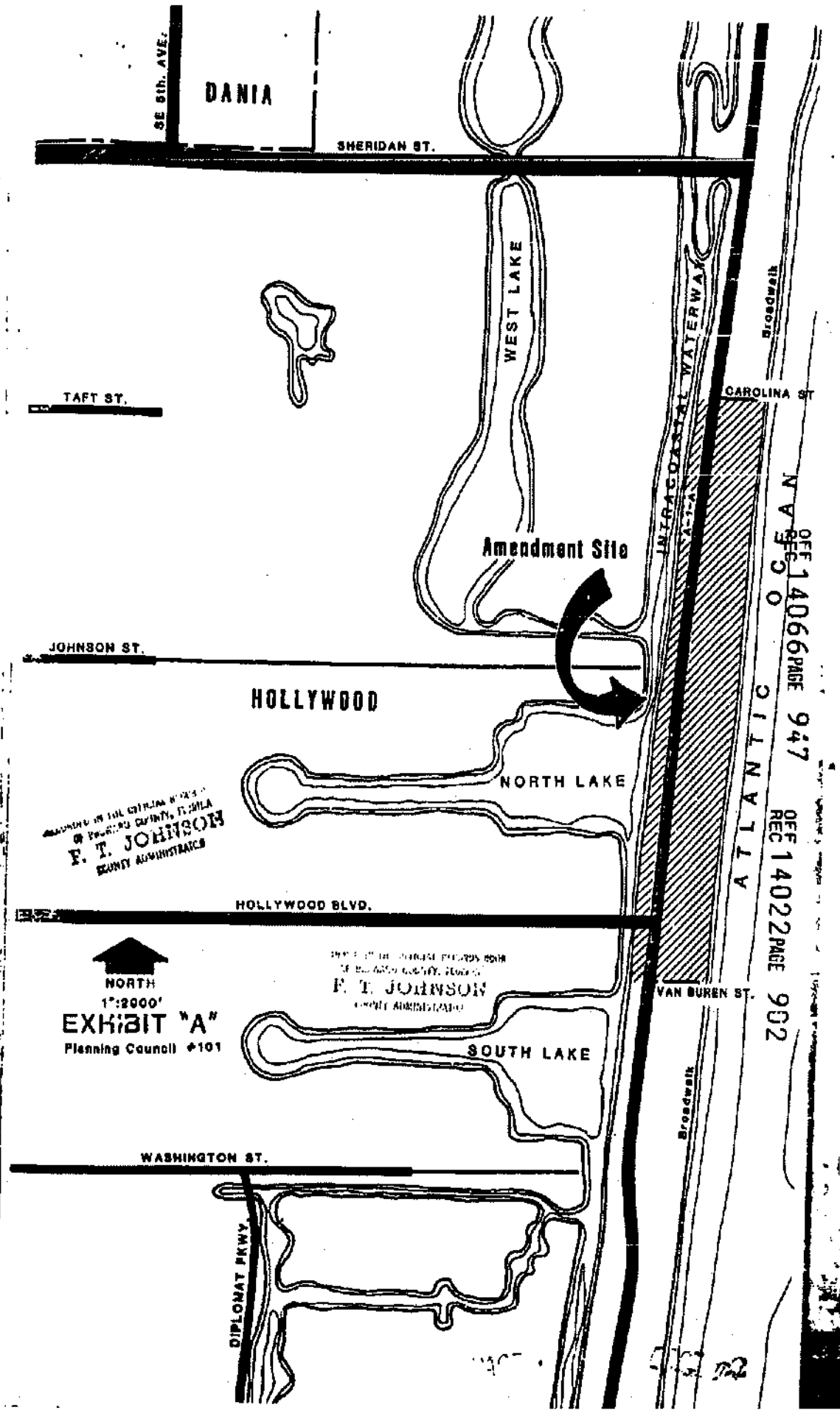
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis Hedges D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea
Witness signature

JANET D'ANDREA
Witness print name

Maria Brinke
Witness signature

MARIA BRINKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Michele Anzalone
Signature of Notary Public

Michele Anzalone
(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 12984
EXPIRES AUG 26 2003
BONDED THROUGH
ATLANTIC BONDING

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: DL 2 C 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION**, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH**, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.
Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

CFN # 102434727, OR BK 34145 Page 1891, Page 1 of 5, Recorded 11/21/2002 at 03:34 PM, Broward County Commission, Deputy Clerk 1034

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved BCC 11/12/02 #19 2pm
Submitted By Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

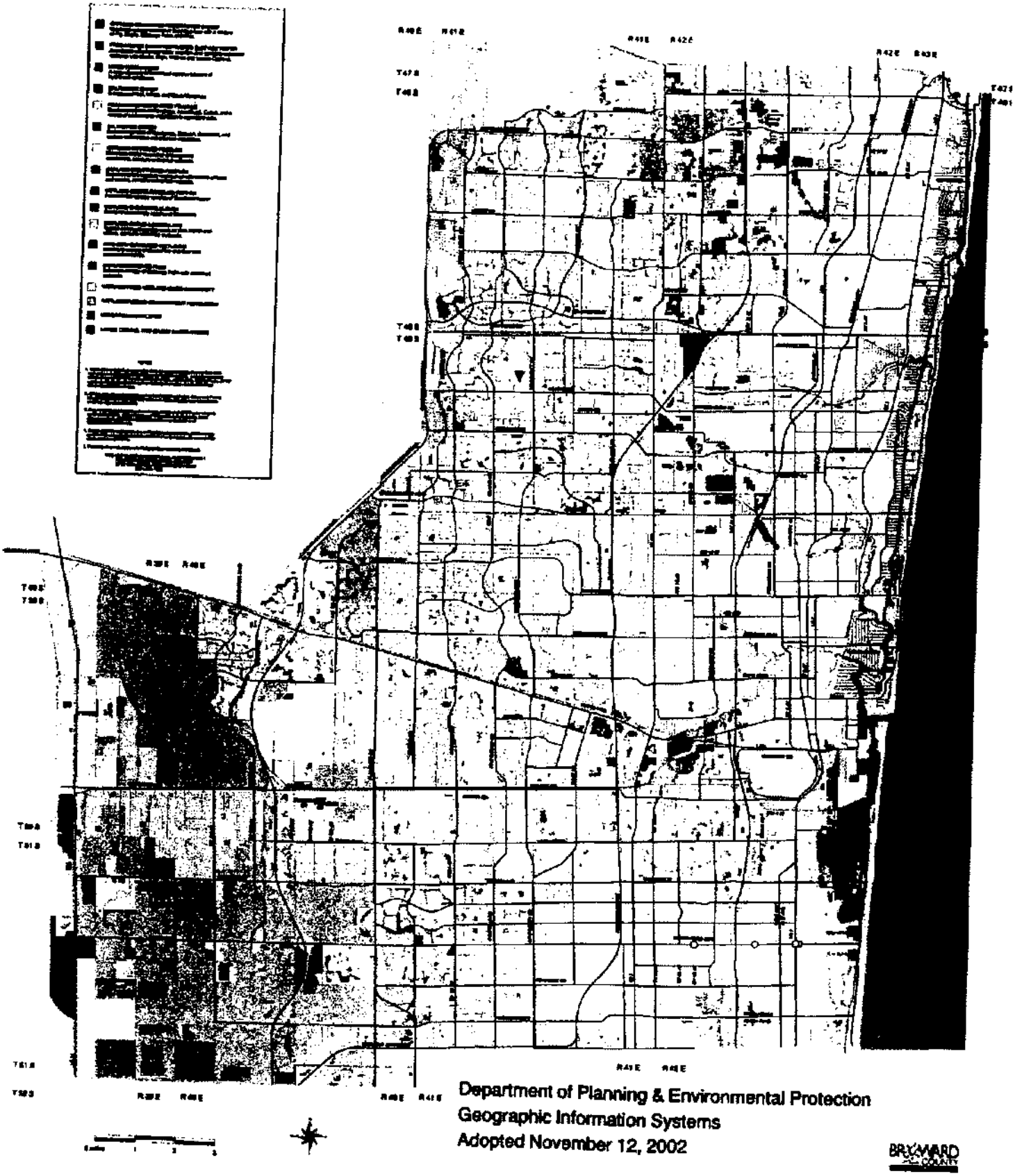
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



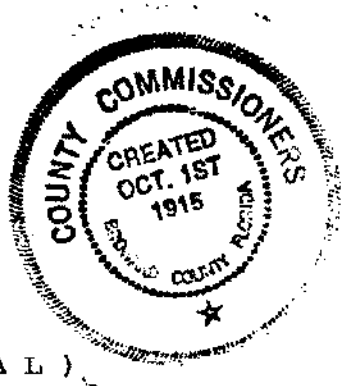
Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

CFN # 106752213, OR BK 43442 Page 1496, Page 1 of 3, Recorded 01/17/2007 at 10:30 AM, Broward County Commission, Deputy Clerk 1012

CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD

RESOLUTION NO. 06-H-107

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR PROPERTIES LOCATED SOUTH OF SHERMAN STREET, NORTH OF JEFFERSON STREET, EAST OF THE INTRACOASTAL WATERWAY AND WEST OF THE HOLLYWOOD BEACH BROADWALK AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of individual Historic Sites may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager as Applicant (File Number 06-H-107), requests the designation of the properties more specifically described in the attached Exhibit "A" as individual Historic Sites; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare Designation Reports for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Board excluded the following properties from the Designation Report: 313 Hayes Street and 511 North Surf Road; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

3

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated site pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare Designation Reports for consideration by the Board of the properties more specifically described in the attached Exhibit "A".

Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

PASSED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2006.

RENDERED THIS THE 10 DAY OF January, 2007.

L Friend

LOUIS FRIEND, VICE-CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only

Denise Manos

DENISE MANOS,
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-107)

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

309 Arizona Street
317 Arizona Street
312 Arthur Street
1214 N. Broadwalk
301 Buchanan Street
319 Carolina Street
311 Connecticut Street
299 Connecticut Street
309 Crocus Terrace
312 Fillmore Street
323 Fillmore Street
340 Garfield Street
320 Georgia Street
324 Georgia Street
330 Georgia Street
325 Grant Street
334 Grant Street
310 Harrison Street
314 Harrison Street
***
321 Hayes Street
330 Hayes Street
324 Indiana Street
301 Jackson Street
340 Jackson Street
311 Lee Street
300 Madison Street
309 Madison Street
329 Madison Street
337 Monroe Street
345 Monroe Street
311 Nebraska Street
322-324 Nebraska Street
101 N. Ocean Drive
809 S. Ocean Drive
1900 N. Ocean Drive
1908 N. Ocean Drive
2200 N. Ocean Drive
2309 N. Ocean Drive
326-328 Oklahoma Street
330 Oklahoma Street
333 Oklahoma Street
301 Oregon Street
316 Oregon Street
322 Oregon Street
317 Polk Street
320 Polk Street
328 Polk Street
321 Roosevelt Street
323 Roosevelt Street
300 S. Surf Road
500 N. Surf Road
***
604 S. Surf Road
811 S. Surf Road
900 N. Surf Road
1401/1451 S. Surf Road
1500 S. Surf Road
1601 S. Surf Road
1700 S. Surf Road
1900 S. Surf Road
2101 S. Surf Road
2104 N. Surf Road
2208 N. Surf Road
2307 N. Surf Road
2325 N. Surf Road
2400 N. Surf Road
2500 N. Surf Road
2700 N. Surf Road
2750 N. Surf Road
2760 N. Surf Road
2780 N. Surf Road
331 Taylor Street
338 Taylor Street
319 Tyler Street
330 Virginia Street

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102172
Street Address: 341 Oklahoma Street #1-4
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lot 12, Block 9, less the Westerly 12.80 feet, of HOLLYWOOD BEACH FIRST ADDITION, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Astrid 2 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 5

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 5

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 5

RIGHT-OF-WAY: See pages 3 and 4 of 5

FOLIO NUMBER: 514212-01-1360

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: X Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102172
Street Address: 341 Oklahoma Street #1-4
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Fred P. Hughes, a single man and Bobbe M. Hughes N/K/A Bobbe M. Raymond joined by her husband Charles W. Raymond, to Joseph Bouchard and Helen L. Bouchard, his wife, dated March 30, 1972, filed April 10, 1972, and recorded in Official Records Book 4827, Page 781.**

2. **Probate proceedings for the Estate of Helen Bouchard, deceased, commenced in Case No. 91-5513.**

3. **Personal Representative's Deed from Roberta Ann O'Brien, as Personal Representative of the Estate of Joseph Bouchard, deceased, to Serge Bouchard and Ginette Bouchard, his wife, dated June 20, 1983, filed June 23, 1983, and recorded in Official Records Book 10948, Page 982.**

4. **Certificate of Death for Serge Bouchard filed August 21, 2000, and recorded in Official Records Book 30779, Page 1256.**

5. **Warranty Deed from Ginette Bouchard, a single woman, to KS Fla. Investments, Inc., a corporation existing under the laws of the State of Florida, dated August 15, 2000, filed August 21, 2000, and recorded in Official Records Book 30779, Page 1257.**

6. **Warranty Deed from KS Fla. Investments, Inc., a Florida corporation, to Judith Buchan, a single woman, dated August 6, 2001, filed September 14, 2001, and recorded in Official Records Book 32108, Page 1667.**

7. **Warranty Deed from Judith Buchan, a single woman, to VVG Real Estate Investments, LLC, a Florida limited liability company, dated January 16, 2013, filed April 11, 2013, and recorded in Official Records Book 49690, Page 963.**

8. **Warranty Deed from VVG Real Estate Investments LLC, a Florida limited liability company, to Marco Raphael Zarfati, a single man, dated May 15, 2015, filed June 4, 2015, and recorded in Instrument # 113029302.**

9. **Warranty Deed from Marco Raphael Zarfati, to Marco Zarfati as Trustee of the 341 Oklahoma Street Land Trust dated February 17, 2017, dated February 17, 2017, filed February 27, 2017, and recorded in Instrument # 114229176; Corrective Warranty Deed from Marco Raphael Zarfati, to Marco Zarfati as Trustee of the 341 Oklahoma Street Land Trust dated February 17, 2017, dated March 15, 2017, filed March 22, 2017, and recorded in Instrument # 114276544.**

10. **Warranty Deed from Marco Zarfati, a/k/a Marco Raphael Zarfati, individually, and as Trustee of the 341 Oklahoma Street Land Trust dated February 17, 2017, to Astrid 2 LLC, a Florida limited liability company, dated August 2022, filed August 10, 2022, and recorded in Instrument # 118330462.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102172
Street Address: 341 Oklahoma Street #1-4
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement, Collateral Assignment of Leases and Rents, and Financing Statements Spreading Agreement, between Astrid 2, LLC, and Professional Bank, a Florida banking corporation, successor by merger to Marquis Bank, filed August 25, 2022, and recorded in Instr#118363209.**

2. **UCC Financing Statement Amendment Form filed August 25, 2022, and recorded in Instrument # 118363210.**

3. **Amendment to Cross Collateralization and Cross-Default Agreements and Spreading Agreement filed August 25, 2022, and recorded in Instrument # 118363212.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Palm Tree Easement filed April 28, 1998, and recorded in Official Records Book 28117, Page 27.**

5. **Perpetual Palm Tree Easement filed November 30, 1998, and recorded in Official Records Book 29028, Page 416.**

6. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

7. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

8. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 16, 2018, and recorded in Instrument # 114831506.**

RIGHT-OF-WAY:

1. **Official Map and Survey of a portion of State Road A-1-A filed February 12, 1951, and recorded in Map Book 1, Page 38.**

2. **Official Map and Survey of a portion of State Road A-1-A filed February 15, 1965, and recorded in Map Book 6, Page 6.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102172
Street Address: 341 Oklahoma Street #1-4
County: Broward

RIGHT-OF-WAY (cont.):

3. **Eminent Domain Proceedings in favor of Broward County commenced in Case No. 68-919.**

4. **State of Florida State Road Department Right of Way Map filed January 9, 1992, and recorded in Right of Way Book 12, Page 13.**

5. **State of Florida Department of Transportation Maintenance Map Specific Purpose Survey filed December 27, 2016, and recorded in Instrument # 114118312 and Misc. Map Book 8, Page 197.**

NAME SEARCH:

Astrid 2 LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102172
Street Address: 341 Oklahoma Street
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	341 OKLAHOMA STREET #1-4, HOLLYWOOD FL 33019	ID #	5142 12 01 1360
Property Owner	ASTRID 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	08-04
Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 12 LESS RD R/W BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$180,280	$1,000,550	$1,180,830	$1,180,830	
2022	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,823.98
2021	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,960.77

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Portability	0	0	0	0
Assessed/SOH	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,180,830	$1,180,830	$1,180,830	$1,180,830

Sales History

Date	Type	Price	Book/Page or CIN
8/4/2022	WD-D	$900,000	118330462
3/15/2017	DRR-T	$100	114276544
2/17/2017	WD-T	$100	114229176
5/15/2015	WD-Q	$865,000	113029302
1/16/2013	WD-Q	$840,000	111458070

Land Calculations

Price	Factor	Type
$45.07	4,000	SF
Adj. Bldg. S.F. (Card, Sketch)		2593
Units		4
Eff./Act. Year Built: 1968/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
4								

Search > Account Summary

Real Estate Account #514212-01-1360

Owner: ASTRID 2 LLC
Situs: 341 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full.** There is nothing due at this time.
Your last payment was made on **11/29/2022** for **$24,791.02.**

Account History

BILL	AMOUNT DUE		STATUS		ACTION
2022 Annual Bill	$0.00	**Paid** $24,791.02	11/29/2022	**Receipt** #EEX-22-00000935	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $25,960.77	03/25/2022	**Receipt** #WWW-21-00197573	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $25,995.92	03/30/2021	**Receipt** #WWW-20-00193295	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $26,352.44	04/15/2020	**Receipt** #WWW-19-00171226	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $23,573.75	12/29/2018	**Receipt** #WWW-18-00108621	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $21,840.48	03/30/2018	**Receipt** #WWW-17-00141257	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $21,114.01	03/28/2017	**Receipt** #WWW-16-00124494	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $17,432.29	11/30/2015	**Receipt** #WWW-15-00066511	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $17,941.99	03/24/2015	**Receipt** #WWW-14-00100206	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $2,065.61	05/23/2014	**Receipt** #WWW-13-00103619	Print (PDF)
		Payment $6,850.19	02/27/2014	**Receipt** #05B-13-00003994	
2012 Annual Bill	$0.00	**Paid** $7,706.28	11/30/2012	**Receipt** #WWW-12-00040331	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $6,784.98	11/30/2011	**Receipt** #WWW-11-00034342	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $7,086.74	11/26/2010	**Receipt** #WWW-10-00017733	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $9,793.05	11/22/2009	**Receipt** #WWW-09-00078755	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $10,456.81	11/25/2008	**Receipt** #2008-8811792	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $11,186.98	11/29/2007	**Receipt** #2007-8816632	Print (PDF)
2006					
2006 Annual Bill	$0.00	**Paid** $11,765.46	11/30/2006	**Receipt** #2006-9506118	Print (PDF)
Refund		**Processed** $1,677.03	07/10/2007	**To** BUCHAN,JUDITH	
		Paid $11,765.46			
2005 Annual Bill	$0.00	**Paid** $9,128.37	11/28/2005	**Receipt** #2005-8811888	Print (PDF)
2004 Annual Bill	$0.00	**Paid** $8,027.91	11/28/2004	**Receipt** #2004-8809745	Print (PDF)
Total Amount Due	**$0.00**				

Real Estate Account #514212-01-1360

Owner: ASTRID 2 LLC
Situs: 341 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687342	CL-0011030	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $25,823.98

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$1,180,830.00	$0.00	$1,180,830.00	$6,530.70
VOTED DEBT	0.13840	$1,180,830.00	$0.00	$1,180,830.00	$163.43
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,180,830.00	$0.00	$1,180,830.00	$5,255.88
CAPITAL OUTLAY	1.50000	$1,180,830.00	$0.00	$1,180,830.00	$1,771.24
VOTER APPROVED DEBT LEVY	0.18730	$1,180,830.00	$0.00	$1,180,830.00	$221.17
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$1,180,830.00	$0.00	$1,180,830.00	$38.61
OKEECHOBEE BASIN	0.10260	$1,180,830.00	$0.00	$1,180,830.00	$121.15
SFWMD DISTRICT	0.09480	$1,180,830.00	$0.00	$1,180,830.00	$111.94
SOUTH BROWARD HOSPITAL	0.10100	$1,180,830.00	$0.00	$1,180,830.00	$119.26
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$1,180,830.00	$0.00	$1,180,830.00	$531.37
CITY OF HOLLYWOOD					
Total Ad Valorem Taxes	20.77520				$24,531.98

HOLLYWOOD OPERATING	7.46650	$1,180,830.00	$0.00	$1,180,830.00	$8,816.67
DEBT SERVICE	0.68830	$1,180,830.00	$0.00	$1,180,830.00	$812.77
[illegible]	[illegible]200	$1,180,830.00	$0.00	$1,180,830.00	$37.79
Total Ad Valorem Taxes	**20.77520**				**$24,531.98**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,216.00
HLWD FIRE INSPECTION		$76.00
Total Non-Ad Valorem Assessments		**$1,292.00**

Parcel Details

Owner:	ASTRID 2 LLC	**Account**	514212-01-1360	**Assessed value:**	$1,180,830
Situs:	341 OKLAHOMA ST	**Alternate Key**	687342	**School assessed value:**	$1,180,830
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	PROFESSIONAL BANK (CL-0011030) 396 ALHAMBRA CIRCLE STE 255 CORAL GABLES, FL 33134		

2022 TAX AMOUNTS

Ad valorem:	$24,531.98
Non-ad valorem:	$1,292.00
Total Discountable:	$25,823.98
Total tax:	$25,823.98

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 12 LESS RD R/W BLK 9

LOCATION

Book, page, item:	--
Property class:	
Township:	51
Range:	42
Section:	12
Use code:	08

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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150.00 4%

72- 62671

Printed for Lawyers' Title Guar.

Return to

This instrument was prepared by:
Charles E. Paoli, Jr.
of the Law Offices of
PAOLI AND PAOLI
600 Home Federal Tower
1750 Hollywood Street
HOLLYWOOD, FLORIDA 33020

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 30th day of March 19 72 **Between**

FRED P. HUGHES, a single man and BOBBE M. HUGHES, ~~[illegible]~~ now known as BOBBE M. RAYMOND joined by her husband, CHARLES W. RAYMOND of the County of Broward, State of Florida, grantor*, and

JOSEPH BOUCHARD and HELEN L. BOUCHARD, his wife

whose post office address is 341 Oklahoma Street, Hollywood, Florida

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of

Ten ($10.00)---------- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 12 in Block 9, LESS the Westerly 12.81 feet for Road Right-of-Way, of HOLLYWOOD BEACH FIRST ADDITION, LESS road Right-of-Way according to the Plat thereof, recorded in Plat Book 1, at page 31 of the Public Records of Broward County, Florida.

Subject to first mortgage in favor of First Federal Savings and Loan Association of Miami dated June 24th, 1963 filed in O.R. Book 2620, page 699 of the Public Records of Broward County, Florida, with the existing principal balance of $11,018.63, which mortgage the Grantees herein assume and agree to pay.

Subject to restrictions, limitations and conditions of record and subject to easement for public utilities of record and applicable zoning ordinances and taxes for the year 1972 and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Charles E. Paoli Jr. — Fred P. Hughes (Seal)
Gloria Faulkner — Bobbe M. Raymond (Seal)
Charles W. Raymond (Seal)
(Seal)

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 15.00

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared FRED P. HUGHES, a single man and BOBBE M. HUGHES, ~~[illegible]~~ now known as BOBBE M. RAYMOND joined by her husband, CHARLES W. RAYMOND to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of March 19 72.

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 26, 1973
BONDED THRU FIRE & CASUALTY

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

'72 APR 10 PM 1 10
JACK WHEELER, COUNTY RECORDER

REC. 4827 PAGE 781

IN THE CIRCUIT COURT FOR
BROWARD COUNTY, FLORIDA

PROBATE DIVISION

File Number: 81-4010

IN RE: ESTATE OF

HELEN BOUCHARD
a/k/a HELEN L. BOUCHARD

Deceased

86312969

STATE OF FLORIDA
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA 32304

RANDY MILLER
EXECUTIVE DIRECTOR

NONTAXABLE CERTIFICATE AND RECEIPT FOR ESTATE TAX

86 AUG 22 AM 10:50

TO: Richard G. Dytrych, P.A.
701 N.S. Hwy. One
N. Palm Beach, FL 33408

RE: The Estate of 136 12 4334 Bouchard, Helen
DECEASED 7-10-81
RESIDENT OF Broward COUNTY
STATE OF Florida
DATE 5-12-82

Roberta Ann O'Brien, PR

F 51388

THIS IS TO CERTIFY, That in accordance with the provisions of Chapter 198, Florida Statutes, there has been filed with this office a sworn report or return for Estate Taxes as required by law and on the basis thereof it has been ascertained the above estate is not subject to the Florida Estate Tax. The issuance of this certificate, however, shall not preclude the assessment and collection of Estate Taxes subsequently determined to be due the State of Florida.

If proof of non liability by the above estate for the Florida Estate Tax is required by any person this Certificate may be exhibited as evidence of such non liability.

Given in quadruplicate under my hand and the seal of the State of Florida.

OFF REC 13668 PAGE 190

Randy Miller

Executive Director
Department of Revenue

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

Not valid without seal affixed.

86334019

IN RE: ESTATE OF

HELEN BOUCHARD, a/k/a
HELEN L. BOUCHARD,

Deceased

IN THE CIRCUIT COURT FOR

BROWARD COUNTY, FLORIDA

PROBATE DIVISION

File Number 81-4010

Division

ORDER OF DISCHARGE
(multiple)

On the Petition for Discharge of Roberta Ann O'Brien

Personal Representatives of the estate of HELEN BOUCHARD, a/k/a HELEN L. BOUCHARD, deceased, the court finding that the estate has been properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the Personal Representatives should be discharged, it therefore is

ADJUDGED that the Personal Representatives are discharged, and the sureties on the Personal Representatives' bonds, if any, are released from further liability.

ORDERED this 2 day of September, 19 86

Circuit Judge

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

OFF REC 13709 PAGE 530

Form No. P-5.001
© The Florida Bar 1984

91-5513

91343245

Last Will and Testament

OF

HELEN BOUCHARD

I, HELEN BOUCHARD, residing at 2500 N. E. 48th Lane, Fort Lauderdale, Broward County, Florida 33308, being of sound and disposing mind and memory, do make this, my Last Will and Testament, hereby revoking and annulling all others by me heretofore made.

'91 AUG 27 PM 2:15

ARTICLE I

I hereby acknowledge and declare that I am a citizen of the United States and that my permanent and legal residence and domicile is in Broward County, Florida.

ARTICLE II

I direct that my Personal Representative hereinafter named pay, in the due course of the administration of my estate, all of my legal debts (except such of those, if any, that may be collaterally secured by intangible personal property, insurance or by mortgage on real estate), expenses of my last illness and funeral, expenses of administering my estate, including all of the expenses of any ancillary proceedings that may be required in another state or country, and the expenses of delivering any legacy under this Will.

ARTICLE III

All estate, inheritance, legacy, succession, transfer taxes and any other taxes assessed by reason of my death, together with real estate taxes, shall be paid by my Personal Representative from my estate as part of the expense of the administration of my estate.

ARTICLE IV

I may leave a written statement or list disposing of certain items of my tangible personal property not otherwise disposed of in this Will. Any such statement or list in existence at the time of

BK18696PG0872

(11) ff.

my death shall be determinative with respect to all items devised therein.

ARTICLE V

I devise all of my estate, real, personal or mixed, wherever situate and of whatsoever nature of which I shall die seized or possessed or to which I may be in any way entitled, to be divided into three (3) equal shares and payable to my three (3) children as follows:

A. One-third (1/3) of my estate to RALPH E. BOUCHARD, JR. 20 Laurel Avenue, East Islip, New York 11751, provided he shall survive me. In the event he shall predecease me, then his share will pass to my two sons, DONALD A. BOUCHARD and ROBERT F. BOUCHARD, in equal shares. If either DONALD A. BOUCHARD or ROBERT F. BOUCHARD shall predecease me, then this share will pass to the surviving son.

B. One-third (1/3) of my estate to DONALD A. BOUCHARD, 562 F Aberdeen Road, Frankfurt, Illinois 60423, provided he shall survive me. In the event he shall predecease me, then his share will pass to my two sons, RALPH E. BOUCHARD, JR. and ROBERT F. BOUCHARD, in equal shares. If either RALPH E. BOUCHARD,JR. or ROBERT F. BOUCHARD shall predecease me, then this share will pass to the surviving son.

C. One-third (1/3) of my estate to ROBERT F. BOUCHARD, 13825 S. W. 102 Court, Miami, Florida 33176, provided he shall survive me. In the event he shall predecease me, then his share will pass to my two sons, RALPH E. BOUCHARD, JR. and DONALD A. BOUCHARD, in equal shares. If either RALPH E. BOUCHARD, JR. or DONALD A. BOUCHARD shall predecease me, then this share will pass to the surviving son. In the event my son, ROBERT F. BOUCHARD shall survive me, then I request that he set aside the sum of Ten Thousand Dollars ($10,000.00) from his devise recognizing that this request is precatory in nature, and that ROBERT F. BOUCHARD, in his sole discretion, may distribute to his son, ROBERT F. BOUCHARD, JR., the sum of Ten Thousand Dollars ($10,000.00) or any part thereof that ROBERT F. BOUCHARD, JR., in his sole discretion shall determine adequate to take care of any educational needs or training needs for his son, ROBERT F. BOUCHARD, JR. It is my request that this distribution be withheld until said child attains the age of twenty-five (25) or until his father determines that it is advisable to distribute said Ten Thousand Dollars ($10,000.00).

ARTICLE VI

I hereby constitute and appoint my son, ROBERT F. BOUCHARD, as Personal Representative of this, my Last Will and Testament, and I expressly confer upon him power as such Personal Representative to administer my estate, excusing him from giving any bond.

BK 18696 PG 0873

I expressly confer upon him full authority and power to sell and convey any part or all of my estate, at public or private sale, with or without notice, as he may deem best and without any order of court. I authorize him to make good and sufficient conveyances to any purchaser and to hold the proceeds of any sale to the same uses and trusts as hereinbefore declared in the several items of this, my Will. I further hereby expressly confer upon my Personal Representative the authority and power to borrow money for the use of my said estate in any instance where he may think it necessary and proper, and to secure the same by mortgage, trust deed, or other form of security to or upon any part of my estate; this he may do without the order of any court. I direct that ROBERT F. BOUCHARD consult with DONALD A. BOUCHARD and RALPH E. BOUCHARD, JR. as to the disposition of my tangible personal property.

ARTICLE VII

In the event of the death, refusal or inability of my said son, ROBERT F. BOUCHARD, to act as Personal Representative, I hereby nominate, constitute and appoint my son, RALPH E. BOUCHARD, JR., as Personal Representative of this, my Last Will and Testament, granting unto him the same powers and authority that I have given to my said son, ROBERT F. BOUCHARD, as Personal Representative and I hereby direct that he shall be permitted to serve without bond.

ARTICLE VIII

In the event of the death, refusal or inability of my said sons, ROBERT F. BOUCHARD and RALPH E. BOUCHARD, JR., to act as Personal Representative, I hereby nominate, constitute and appoint my son, DONALD A. BOUCHARD, as Personal Representative of this, my Last Will and Testament, granting unto him the same powers and authority that I have given to my said sons, ROBERT F. BOUCHARD and RALPH E. BOUCHARD, JR., as Personal Representatives, and I hereby direct that he shall be permitted to serve without bond.

IN WITNESS WHEREOF, I, HELEN BOUCHARD, have hereunto set my hand and seal this 23 day of May, A. D. 1988.

Helen Bouchard (SEAL)
HELEN BOUCHARD

BK 18696 PG 0874

The foregoing instrument was signed, sealed, declared and published by HELEN BOUCHARD as her Last Will and Testament in the presence of us, the undersigned, who, at her special instance and request, do attest as witnesses, after said Testatrix has signed her name thereto and in her presence and in the presence of each other.

John Bielejeski of Fort Lauderdale, Florida

Betty J. Taylor of Fort Lauderdale, Florida.

STATE OF FLORIDA,

COUNTY OF BROWARD,

WE, HELEN BOUCHARD, JOHN BIELEJESKI, JR. and BETTY J. TAYLOR, the Testatrix and the witnesses respectively, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Testatrix signed the instrument as her Last Will and that she signed voluntarily and that each of the witnesses in the presence of the Testatrix, at her request, and in the presence of each other, signed the Will as a witness and that to the best of the knowledge of each witness, the Testatrix was at that time eighteen or more years of age, of sound mind and under no constraint or undue influence.

Helen Bouchard
HELEN BOUCHARD, Testatrix

John Bielejeski

Betty J. Taylor

Subscribed and acknowledged before me by HELEN BOUCHARD, the Testatrix, and subscribed and sworn to before me by JOHN BIELEJESKI, JR. and BETTY J. TAYLOR the witnesses, on the 23 day of May, 1988.

June B. Hahlen
NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA JUNE B. HAHLEN NOTARY PUBLIC

MY COMM. EXPIRES MAR 26, 1991

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

BK 18696 PG 0875

91354108

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

HELEN BOUCHARD

Deceased.

PROBATE DIVISION

File Number 91-5528

Division RIDGE J. CAIL

LETTERS OF ADMINISTRATION
(Single Personal Representative)

TO ALL WHOM IT MAY CONCERN

WHEREAS, HELEN BOUCHARD, a resident of 2500 NE 46 Lane, Fort Lauderdale, Florida 33308 died on August 7, 19 91, owning assets in the State of Florida, and

WHEREAS, ROBERT F. BOUCHARD has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare ROBERT F. BOUCHARD to be duly qualified under the laws of the State of Florida to act as personal representative of the estate of HELEN BOUCHARD, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

WITNESS my hand and the seal of this court this 26 day of August, 1991.

Circuit Judge
ALFRED J. SK
92R-120 - 07/23/91

CIRCUIT COURT 17th JUDICIAL CIRCUIT BROWARD COUNTY, FLORIDA

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

THIS ESTATE MUST BE CLOSED WITHIN 12 MONTHS, IF NOT CONTESTED.

Upon entry in a safe deposit box, an inventory of the estate must be made in the presence of a bank officer, witnessed, and filed with the court.

1991 SEP -5 PM 2:03

BK18718 PG0910

S.T

Form No. P-5.0700
Copyright by The Florida Bar 1990

92399380

IN THE CIRCUIT COURT FOR Broward COUNTY, FLORIDA

IN RE: ESTATE OF

HELEN BOUCHARD

Deceased.

PROBATE DIVISION

File Number 91-5513

Division J. CALL LEE

FILED FOR RECORD
CLERK, CIRCUIT COURT
BROWARD COUNTY, FL
SEP 11 PM 3:46

ORDER OF DISCHARGE
(Single Personal Representative)

On the Petition for Discharge of ROBERT F. BOUCHARD, Personal Representative of the estate of HELEN BOUCHARD, deceased, the court finding that the estate has been properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the Personal Representative should be discharged, it therefore is

ADJUDGED that the Personal Representative is discharged, and the surety on the Personal Representative's bond, if any, is released from further liability.

ORDERED this _____ day of SEP 10 1992, 19 92.

Circuit Judge

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

Form No. P-5.0800
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SEP 10 9 14 AM '92

BK15878PG0503

83-197599

63675

PERSONAL REPRESENTATIVE'S DEED

THIS IND ENTURE, executed on this 20th day of June, 1983, by and between Roberta Ann O'Brien, as Personal Representative of the Estate of Joseph Bouchard, deceased, Party of the First Part, and Serge Bouchard and Ginette Bouchard, his wife, Party of the Second Part, whose address is 341- Oklahoma Street Hollywood Fla 33019

W I T N E S S E T H:

The Party of the First Part, pursuant to power of sale contained in the Will of the above named decedent and for and in consideration of the premises and the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the Party of the Second Part, their heirs and assigns forever, the real property in the County of Broward, State of Florida, described as:

Lot 12 in Block 9, less the westerly 12.80 feet thereof of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

TOGETHER WITH all improvements located thereon.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

SUBJECT to taxes for the year 1983 and subsequent years, restrictions, reservations and easements of record.

TO HAVE AND TO HOLD the same to the Party of the Second Part, their heirs and assigns, in fee simple forever.

AND the Party of the First Part does covenant to and with the Party of the Second Part, their heirs and assigns that in all things preliminary to and in and about the sale and this conveyance, the power of sale contained in the will and the Laws of Florida have been followed and complied with in all respects.

AND the Party of the First Part does covenant to and with the Party of the Second Part, their heirs and assigns that the Party of

83 JUN 23 PM 12 12

INDEPENDENT TITLE COMPANIES, INC.
1550 N. GARDENS RD.
NORTH MIAMI BEACH, FL 33179

REC 10948 PG 002

9C

the First Part has good, right and lawful authority to sell and convey the property herein and that Grantor warrants title to the property 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, the Party of the First Part, as Personal Representative of the Estate of Joseph Bouchard, deceased, has set her hand and seal on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Personal Representative of
the Estate of Joseph Bouchard,
deceased.

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared Roberta Ann O'Brien, to be well known and known to me to be the individual who executed the foregoing Personal Representative's Deed, and she acknowledged before me that she executed the same for the purposes therein expressed.

Witness my hand and official seal in the County of Broward of the aforesaid State, this 20 day of June, 1983.

Notary Public
My Commission Expires:

REC 10948 PG 983

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

TYPE OR PRINT IN PERMANENT BLACK INK

LOCAL FILE NO.

1. DECEDENT'S NAME — FIRST: Serge — MIDDLE: L. — LAST: Bouchard — SEX: Male

2. DATE OF DEATH (Month, Day, Year): OCTOBER 21, 1994

3. SOCIAL SECURITY NUMBER: 264-23-3946

4. AGE-Last Birthday (Years): 53

5. DATE OF BIRTH (Month, Day, Year): January 22, 1941

7. BIRTHPLACE (City and State or Foreign Country): Province of Montreal, Quebec, Canada

9. PLACE OF DEATH (Check only one; use instructions on other side): Inpatient X Emergency room Dead Other Nursing Home Residence Other (Specify)

10. FACILITY NAME (If not institution, give street and number): MEMORIAL HOSPITAL OF HOLLYWOOD

11. CITY, TOWN, OR LOCATION OF DEATH: HOLLYWOOD

12. COUNTY OF DEATH: BROWARD

14. DECEDENT'S USUAL OCCUPATION: Self-Employed

15. KIND OF BUSINESS/INDUSTRY: Electrical Contractor

16. MARITAL STATUS: Married

17. SURVIVING SPOUSE (If wife, give maiden name): Ginette Berard

18. RESIDENCE — STATE: Florida

19. COUNTY: Broward

20. CITY, TOWN, OR LOCATION: Hollywood

21. STREET AND NUMBER: 1101 N. 46th Terrace

22. INSIDE CITY LIMITS?: yes

23. ZIP CODE: 33021

24. WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? No Yes

25. RACE: White

26. FATHER'S NAME (First, Middle, Last): Willie Bouchard

27. MOTHER'S NAME (First, Middle, Maiden Surname): Fernande Lalibertu

28. INFORMANT'S NAME: Mrs. Ginette Bouchard

29. MAILING ADDRESS: 1101 N. 46th Terrace Hollywood, FL 33021

30. METHOD OF DISPOSITION: Burial X Cremation Removal from State Donation Other (Specify)

31. PLACE OF DISPOSITION: Abco Crematory

32. LOCATION: Ft. Lauderdale, FL

33. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH

34. LICENSE NUMBER: 2986

35. NAME AND ADDRESS OF FACILITY: Panciera Memorial Home 4200 Hollywood Blvd. Hollywood, FL

36. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated.

37. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.

38. DATE SIGNED: OCTOBER 23, 1994

39. HOUR OF DEATH: 11:26 P.M.

40. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER

41. MEDICAL EXAMINER CASE: 94-1597

42. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER): GERMAN A. GORIS, M.D. — MEDICAL EXAMINER 5301 S.W. 31 Ave., Ft. Lauderdale, FL 33312

43. REGISTRAR — SIGNATURE AND DATE: Oct.24,1994

44. LOCAL REGISTRAR — SIGNATURE

45. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

IMMEDIATE CAUSE (a) ____

INSTR # 100478615
OR BK 30779 PG 1256
RECORDED 06/21/2000 09:05 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1067

CAUSE OF DEATH NOT FILMED PER
F.S. 382.008 & 382.025

27a. WAS AUTOPSY PERFORMED? YES

27b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? YES

28. WERE ORGANS/TISSUE RECOVERED FOR TRANSPLANTATION? YES

29. IF FEMALE, WAS PERSON PREGNANT AT TIME OF DEATH, OR WITHIN 1 YEAR PRIOR? — No Yes

30a. IF SURGERY IS MENTIONED IN PART I or II ENTER OPERATION FOR WHICH IT WAS PERFORMED

30b. DATE OF SURGERY

31. PROBABLE MANNER OF DEATH: NATURAL

32a. DATE OF INJURY

32b. TIME OF INJURY

32c. INJURY AT WORK? NO

32d. DESCRIBE HOW INJURY OCCURRED

32e. PLACE OF INJURY

32f. LOCATION

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

APR 13 1998

BY Denise Owens, Chief Deputy Registrar

State Registrar

WARNING: ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW. DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH LINES AND SECURITY WATERMARK ON BACK AND COLORED BACKGROUND AND GOLD EMBOSSED GREAT SEAL OF THE STATE OF FLORIDA ON FRONT. ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

6935905

HRS FORM 1804 (8/93)

Lampe...er Group Title Ins.
4801 S University Drive
Suite 303-E
Davie, FL 33328

This Document Prepared By:
DEBORAH S. KOWALSKY, J.D., LL.M
LAW OFFICES OF DEBORAH S KOWALSKY, P.A.
2001 HOLLYWOOD BOULEVARD SUITE 206
HOLLYWOOD, FL 33020

INSTR # 100476616
OR BK 30779 PG 1257
RECORDED 08/21/2000 09:05 AM
CONVERSION
BROWARD COUNTY
DOC STMP-D 980.00
DEPUTY CLERK 1047

Parcel ID Number: 1212-01-1360
Grantee #1 TIN:

Warranty Deed

This Indenture, Made this 15th day of August, 2000 A.D., **Between** GINETTE BOUCHARD, a single woman,

of the County of BROWARD, State of Florida, **grantor,** and KS FLA. INVESTMENTS, INC., a corporation existing under the laws of the state of Florida

whose address is: 126 Essex Road, HOLLYWOOD, Florida 33024

of the County of BROWARD, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN & NO/100($10.00)----------DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lot 12, in Block 9, less the Westerly 12.80 feet thereof of HOLLYWOOD BEACH FIRST ADDITION, a Subdivision according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DEBORAH S. KOWALSKY
Witness

LISA A. FEIX
Witness

GINETTE BOUCHARD (Seal)
P.O. Address 1101 N. 46th Terrace, HOLLYWOOD, FL 33021

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of August, 2000 by GINETTE BOUCHARD,

who is personally known to me or who has produced her Florida driver's license as identification.

DEBORAH S. KOWALSKY
NOTARY PUBLIC
My Commission Expires: 04/19/02

DEBORAH S. KOWALSKY
COMMISSION # CC 728706
EXPIRES APR 19, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

13108 BOUCHARD DSK

3

WATCH /RETURN TO
4298
TOWN & COUNTRY TITLE
GUARANTY OF HOLLYWOOD
6565 TAFT ST.
HOLLYWOOD, FL 33024
954-963-4740

INSTR # 101327995
OR BK 32108 PG 1667
RECORDED 09/14/2001 03:45 PM
BROWARD COUNTY
DOC STMP-D 1,820.00
DOC STMP-H 360.20
DEPUTY CLERK 3075

Prepared By:
B.J. Reeves, Esq.
6565 Taft Street #102
Hollywood, FL 33024

Record & Return To:

WARRANTY DEED

THIS INDENTURE, made this 6th day of August, 2001, Between **KS FLA. INVESTMENTS, INC., A FLORIDA CORPORATION**, whose post office address is: 126 ESSEX ROAD, HOLLYWOOD, FLORIDA 33024, hereinafter called the Grantor*, and **JUDITH BUCHAN, A SINGLE WOMAN**, whose post office address is: 341 OKLAHOMA STREET, HOLLYWOOD, FLORIDA 33019, hereinafter called the Grantee*.

WITNESSETH, That said grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to wit:

LOT 12 , IN BLOCK 9, LESS THE WESTERLY 12.80 FEET, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Folio No.: 11212-01-13600

SUBJECT TO THE FIRST MORTGAGE IN FAVOR OF GINETTE BUCHARD, DATED AUGUST 15, 2000, RECORDED IN OFFICIAL RECORDS BOOK 30779, AT PAGE 1288, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, WHICH GRANTEE HEREIN AGREES TO ASSUME AND PAY, which has an outstanding aproximate balance of $97,152.80.

SUBJECT TO Conditions, restrictions, limitations and easements of record, but not to reimpose same, and taxes for the year 2000 and subsequent years.

And the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Geraldine Garry

Witness Felicia Kaye

KS FLA. INVESTMENTS, INC., A FLORIDA CORPORATION

By: **KEVAL SIRPAUL, PRESIDENT**

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of August, 2001, by KEVAL SIRPAUL, PRESIDENT OF KS FLORIDA INVESTMENTS, INC.., A FLORIDA CORPORATION on behalf of the corporation

who is/are personally known to me
X who has/have produced a drivers license
as identification and who did not take an oath.

Notary Public
My Commission Expires: 11/22/03
Commission Number: 889889

FELICIA KAYE
My Comm. Exp. 11/22/03
No. CC 889889
(1) Personally Known (2) Other I.D.

01-1895 F

-32989

Prepared by and return to:
Leonid Nerdinsky
President
Nerdinsky Law Group, P.A.
3800 S. Ocean Drive Ste. 222
Hollywood, FL 33019
954-237-6307
File Number: **RR-12-088**
Will Call No.:

Parcel Identification No. 5142 12 01 1360

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 16th day of January, 2013 between Judith Buchan, a single woman whose post office address is 2301 S Ocean Dr, 1401, Hollywood, FL 33019 of the County of Broward, State of Florida, grantor*, and VVG Real Estate Investments, LLC, a Florida limited liability company whose post office address is 2711 S. Ocean Drive, #3605, Hollywood, FL 33019 of the County of Broward, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

> LOT 12 , IN BLOCK 9, LESS THE WESTERLY 12.80 FEET, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
>
> Subject to taxes for 2013 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Witness Name: Diana Nerdinsky

Witness Name: Leonid Nerdinsky

Judith Buchan (Seal)
Judith Buchan

DoubleTimes

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 16th day of January, 2013 by Judith Buchan, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
Dina Nerdinsky
Commission # EE112834
Expires: JULY 17, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

Prepared by:
Leonid Nerdinsky, Esq.
Nerdinsky Law Group, P.A.
3800 S. Ocean Drive, Suite 222
Hollywood, FL 33019
954-237-6307

Upon recording, return to:
Keyes Title Services
1535 Three Village Road
Weston, FL 33326

Folio No.: 5142-12-01-1360

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 15 day of **May, 2015** between **VVG REAL ESTATE INVESTMENTS LLC, a Florida limited liability company**, whose post office address is **2711 S. Ocean Drive, #3605, Hollywood, FL 33019**, grantor*, and **Marco Raphael Zarfati, a single man** whose post office address **230 174 Street, Unit 1514, Sunny Isles Beach, FL 33160**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

> **Lot 12, Block 9, less the Westerly 12.80 feet, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof as recorded in Plat Book 1, Page(s) 31, of the Public Records of Broward County, Florida.**

Subject to taxes for 2015 and subsequent years, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, without reimposing same.

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2014**.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

VVG REAL ESTATE INVESTMENTS LLC, a Florida limited liability company

_____(Seal)
Vadim Gataullin, Manager

Witness Name: Dina Nerdinsky

Witness Name: Leonid Nerdinsky

State of Floria
County of Broward

The foregoing instrument was acknowledged before me this 15th day of May, 2015 by Vadim Gataullin who [✓] is personally known or [ ] have produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
Dina Nerdinsky
Commission # EE112834
Expires: JULY 17, 2015
BONDED THRU ATLANTIC BONDING CO, INC.

Notary Public

Printed Name: _____

My Commission Expires: _____

This Instrument Prepared By and Return to:
Kleinfeld Legal Advisors, PA
801 NE 167 Street, Suite 306
North Miami Beach, FL 33162

WARRANTY DEED

THIS WARRANTY DEED made this 17 day of FEBRUARY, 2017, by MARCO ZARFATI, hereinafter called "Grantor", to MARCO ZARFATI AS TRUSTEE OF THE 341 OKLAHOMA STREET LAND TRUST dated February 17, 2017, "Grantee", with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is: 203 174 Street, # 1509, Sunny Isles Beach, FL 33160.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situated in Broward County, Florida, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

This conveyance is subject to:

1. Taxes and Assessments for the year 2017 and subsequent years.

2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the 341 Oklahoma Street Land Trust Agreement dated February 17, 2017, (Trust Agreement). Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and

options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing. Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as persona representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever

and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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

In the event of the death of the Trustee, the successor trustee under the Trust Agreement referred to above shall be ALBINO MAMMOLITI if willing and able, and upon a recording in the public records of Broward County, Florida, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property, which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real Estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are all used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set his hand and seal this 17 day of FEBRUARY, 2017.

Grantor:

MARCO ZARFATI as Trustee of
The 341 Oklahoma Street Land Trust u/t/d February 17, 2017

Witness Signature
Print Name: J Kleinfeld

Witness Signature
Print Name: Yiano Fouras

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARCO ZAFARTI, who [is personally known to me] OR [has produced FL DRIVERS LICENSE identification] and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of FEBRUARY, 2017.

KARLEEN E. FOSTER
Notary Public - State of Florida
Commission # FF 239782
My Comm. Expires Jul 15, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida, at Large
Print Name: KARLEEN FOSTER
Commission Number: FF239782
Commission Expires: JULY 15, 2019.

Exhibit A

Property

Legal Description

Hollywood Beach First Add 1-31 B Lot 12 Less Rd R/W Blk 9.

Aka: 341 OKLAHOMA STREET #1-4, HOLLYWOOD, FLORIDA

Parcel Identification

5142 12 01 1360

This Instrument Prepared By and Return to:
Kleinfeld Legal Advisors, PA
801 NE 167 Street, Suite 306
North Miami Beach, FL 33162

Parcel ID# 5142-12-01-1360

CORRECTIVE WARRANTY DEED
Previously recorded 02/27/2017
INSTR # 114229176

THIS WARRANTY DEED made this 15 day of MARCH, 2017, by MARCO ZARFATI, hereinafter called "Grantor", to MARCO ZARFATI AS TRUSTEE OF THE 341 OKLAHOMA STREET LAND TRUST dated February 17, 2017, "Grantee", with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose Post Office address is: 230 174 Street, # 1509, Sunny Isles Beach, FL 33160.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situated in Broward County, Florida, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

This conveyance is subject to:

1. Taxes and Assessments for the year 2017 and subsequent years.

2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the 341 Oklahoma Street Land Trust Agreement dated February 17, 2017, (Trust Agreement). Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any

5

period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing. Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as persona representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons

and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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

In the event of the death of the Trustee, the successor trustee under the Trust Agreement referred to above shall be ALBINO MAMMOLITI if willing and able, and upon a recording in the public records of Broward County, Florida, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property, which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real Estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are all used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set his hand and seal this 15 day of MARCH, 2017.

Grantor:

MARCO ZARFATI

Witness Signature:
Print Name: Denis Meinfeld

Witness Signature:
Print Name: Jane R Kalt

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARCO ZAMBRANO, who [is personally known to me] OR [has produced FL DL as identification] and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of MARCH, 2017.

NOTARY PUBLIC, State of Florida, at Large
Print Name: KARLEEN FOSTER
Commission Number: FF 239782
Commission Expires: JULY 15, 2019

KARLEEN E. FOSTER
Notary Public - State of Florida
Commission # FF 239782
My Comm. Expires Jul 15, 2019
Bonded through National Notary Assn.

Exhibit A

Property

Legal Description

Hollywood Beach First Add 1-31 B Lot 12 Less Rd R/W Blk 9.

Aka: 341 OKLAHOMA STREET #1-4, HOLLYWOOD, FLORIDA

Parcel Identification

5142 12 01 1360

PREPARED BY AND
RECORD AND RETURN TO:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559

Property Appraiser's ID #: **5142-12-01-1360**

[Space Above This Line For Recording Data]

WARRANTY DEED

This Warranty Deed made this 4 day of August 2022, between **Marco Zarfati, a/k/a Marco Raphael Zarfati, individually, and as Trustee of The 341 Oklahoma Street Land Trust dated February 17, 2017,** whose post office address is *_____, as grantor, and **Astrid 2 LLC, a Florida limited liability company** whose post office address3350 SW 57th Place Ft Lauderdale FL 33312 as 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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

> **Lot 12, Block 9, less the Westerly 12.80 feet, of Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida**

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

This property is not the homestead of the Grantor(s).

[SIGNATURE AND NOTARY PAGE TO FOLLOW – INTENTIONALLY LEFT BLANK]

* 230 174 Street APT # 1514
Sunny Isles Beach, FL 33160

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

Signed, sealed and delivered

in the presence of (witnesses to both grantors):

Marco Zarfati, a/k/a Marco Raphael Zarfati, individually, and as Trustee of The 341 Oklahoma Street Land Trust dated February 17, 2017

Marco Zarfati

Signature of Witness 1

Luis BACA

Print Name of Witness 1

Signature of Witness 2

Karine Ryac

Print Name of Witness 2

STATE OF FL
COUNTY OF Miami Dade

The foregoing instrument was sworn, subscribed and acknowledged before me by means of online notarization, this 4 day of August, the year 2022 by **Marco Zarfati, a/k/a Marco Raphael Zarfati, individually, and as Trustee of The 341 Oklahoma Street Land Trust dated February 17, 2017**, who has produced FLDL as identification.

[Notary Seal]

LUIS F. BACA
MY COMMISSION # HH 245507
EXPIRES: July 4, 2026

Notary Public

Luis BACA

Name typed, printed or stamped

My Commission Expires: 7/4/26

This instrument prepared by:
Linda Roth, Esquire
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

THIS AGREEMENT SECURES AN EXISTING OBLIGATION IN THE ORIGINAL PRINCIPAL AMOUNT OF $540,000.00 MORE PARTICULARLY DESCRIBED HEREIN. DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES INCIDENT THERETO WERE PREVIOUSLY PAID AND WERE AFFIXED TO THE ORIGINAL MORTGAGE SECURING SAME. NO ADDITIONAL DOCUMENTARY STAMP TAXES OR INTANGIBLE TAXES ARE DUE IN CONNECTION WITH THIS MODIFCATION.

MORTGAGE AND SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENTS SPREADING AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF LEASES, RENTS, AND PROFITS AND FINANCING STATEMENTS SPREADING AGREEMENT (the "Agreement"), is entered into this 17 day of August, 2022, by and ASTRID 2 LLC, a Florida limited liability company, (hereinafter referred to as "MORTGAGOR"), and PROFESSIONAL BANK, a Florida banking corporation, successor by merger to MARQUIS BANK (hereinafter referred to as "MORTGAGEE"). "MORTGAGOR" and "MORTGAGEE", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

WITNESSETH:

A. On August 16, 2017 MARQUIS BANK (the "ORIGINAL MORTGAGEE") extended a loan to MORTGAGOR in the original principal amount of $1,620,000.00 (the "Existing

Loan"), which Existing Loan was evidenced by the MORTGAGOR's execution and delivery of a promissory note of even date therewith in favor of ORIGINAL MORTGAGEE in said amount (the " Existing Note"). Repayment of the Existing Note was secured by, among other things, a Mortgage and Security Agreement executed and delivered by MORTGAGOR in favor of ORIGINAL MORTGAGEE (the "Existing Mortgage"), encumbering certain property situate in Broward County, Florida more particularly described in said Existing Mortgage (the "Original Property"), and more particularly described in said Existing Mortgage, which Existing Mortgage was recorded under Instrument No. 114601364 of the Public Records of Broward County, Florida,

B. Simultaneous therewith, MORTGAGOR executed and delivered in favor of ORIGINAL MORTGAGEE, a Collateral Assignment of Leases, Rents, and Profits (the "Original Assignment"), which Assignment was recorded under Instrument No. 114601365 of the Public Records of Broward County, Florida (the "Existing Assignment").

C. Simultaneous therewith, MORTGAGOR executed and delivered in favor of ORIGINAL MORTGAGEE, a UCC-1 Financing Statement (the "Existing County UCC"), which Existing County UCC was recorded under Instrument Number 114601366 of the Public Records of Broward County, Florida and with the Florida Secured Transaction Registry under File Number 201702644853 (the "Existing State UCC"(the Existing County UCC and the Existing State UCC being hereinafter jointly referred to as the "Existing Financing Statements").

D. MORTGAGEE is the successor by merger to ORIGINAL MORTGAGEE.

E. MORTGAGOR has agreed to provide substitute collateral to MORTGAGEE for the Existing Loan and has agreed to modify the Existing Mortgage, Existing Assignment and Existing Financing Statements to spread the lien of the Existing Mortgage, Existing Assignment and Existing Financing Statements so that, in addition to the Original Property currently encumbered thereby, they shall also encumber certain additional property situate in Broward County, Florida (the "Additional Property"), more particularly described on Exhibit "A" attached hereto and made a part hereof.

F. MORTGAGEE has agreed to enter into the requested modifications with MORTGAGOR, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and to induce MORTGAGEE to agree to the requested modifications, it is agreed by and between MORTGAGOR and MORTGAGEE as follows:

1. That the above recitations are true and correct and are incorporated herein as though set forth in detail.

2. MORTGAGOR acknowledges and confirms as follows:

a) that the Existing Mortgage, as modified constitutes a valid and binding first lien encumbrance on the Original Property;

b) that the Existing Assignment constitutes a valid and superior first assignment of MORTGAGOR's interest in the leases,

c) That the Existing Financing Statements constitute a valid and binding first security interest in the personal property described therein; and,

d) that MORTGAGOR is presently indebted to MORTGAGEE in the principal amount of $ 540,024.85 outstanding under the Existing Note, as extended, together with accrued interest thereon from the date last paid, as of the date hereof, without any defenses, set-offs or counterclaims.

3. MORTGAGOR and MORTGAGEE hereby covenant and agree that the Existing Mortgage, Existing Assignment and Existing Financing Statements bee, and the same are hereby, amended and spread to encumber the Additional Property, with the same force and effect as if said Additional Property were originally delineated in said Existing Mortgage, Existing Assignment and Existing Financing Statements and that all of the terms, covenants and conditions of said Existing Mortgage, Existing Assignment and Existing Financing Statements shall apply to the Additional Property.

4. The parties hereto acknowledge and agree that the maturity date of the Existing Note is and shall remain August 16, 2027.

5.. MORTGAGOR, at its expense, shall provide MORTGAGEE with a substitution loan Title Insurance Policy. MORTGAGEE shall be provided with any such further endorsements as MORTGAGEE may, from time to time, reasonably request.

6. MORTGAGOR, by its execution at the foot hereof, acknowledges and agrees that a default under the terms and provisions of any and all documentation executed by MORTGAGOR in favor of ORIGINAL MORTGAGEE and/or MORTGAGEE, whether now existing or hereafter created, shall constitute a default hereunder, and, in such event, shall entitle MORTGAGEE to exercise any and all of the rights and remedies provided for under the Existing Mortgage,and Existing Assignment, as modified and spread.

7. The Existing Mortgage, Existing Assignment and Existing Financing Statements, as modified and spread by this Agreement, shall continue to secure all of the obligations of MORTGAGOR to ORIGINAL MORTGAGEE and/or MORTGAGEE, whether now existing or hereafter created, including, but not limited to, the Existing Note, and all renewals, modifications and substitutions thereof.

8. It is the intention of the parties hereto that nothing herein shall constitute a novation of the indebtedness secured by the Existing Mortgage, as modified and spread hereby, and such indebtedness shall remain in full force and effect. In addition, the terms of this Agreement shall not operate to release, alter, impair, diminish affect or subordinate the lien, or the priority of the lien, of the Existing Mortgage or any other document securing or evidencing MORTGAGOR's obligations

to ORIGINAL MORTGAGEE and/or MORTGAGEE.

9. Except as modified herein, all of the terms, covenants and conditions of the Existing Mortgage, Existing Assignment and Existing Financing Statement are hereby ratified, confirmed and approved in all respects.

10. This Agreement shall be binding upon and inure to the benefit of the MORTGAGOR and MORTGAGEE, and their respective heirs, personal representatives, successors and assigns, and the terms and provisions hereof, as well as the representations and warranties contained herein, shall survive the execution and delivery hereof.

11. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ENTERING INTO THIS AGREEMENT WITH MORTGAGOR.

IN WITNESS WHEREOF, MORTGAGOR and MORTGAGEE have caused these presents to be duly signed and delivered as of the date and year first above written.

WITNESSES AS TO ALL MORTGAGORS:

Print Name: Yomara Sabato

Print Name: WALDEMAR JUSZCZAK

MORTGAGOR:

ASTRID 2 LLC
a Florida limited liability company

By: _____
MARC EISENMANN, Manager

STATE OF FLORIDA)
SS:
COUNTY OF ~~MIAMI-DADE~~ BROWARD)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17 day of August, 2022, by MARC EISENMANN, as a Manager of ASTRID 2 LLC, a Florida limited liability company, on behalf of the company,

Personally Known____ OR Produced Identification ✓
Type of Identification Produced D.L.

WALDEMAR JUSZCZAK
Notary Public - State of Florida
Commission # HH 204297
My Comm. Expires Dec 5, 2025

Notary Public-State of Florida At Large
Print or Stamp Name: WALDEMAR JUSZCZAK
Commission No.: HH204297
My Commission Expires: 12.5.25

[SEAL]

WITNESSES AS TO
MORTGAGEE:

Print name: Mercedes Cadre

Marie E. Graham
Print name: Marie E. Graham

MORTGAGEE:

PROFESSIONAL BANK, a Florida banking corporation, successor by merger to MARQUIS BANK

By:
Name: Miriam Lopez
Title: E.V.P
396 Alhambra Circle
Suite 255
Coral Gables, Fl 33134

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 22 day of August, 2022, by Miriam Lopez as an E.V.P. of PROFESSIONAL BANK, a Florida banking corporation, successor by merger to, MARQUIS BANK on behalf of the corporation

Personally Known ✓ OR Produced Identification ____
Type of Identification Produced _____

MARIE E. GRAHAM
Notary Public - State of Florida
Commission # HH 114585
My Comm. Expires Aug 1, 2025
Bonded through National Notary Assn.

Marie E. Graham
Notary Public-State of Florida At Large
Print or Stamp Name: Marie E. Graham
Commission No.: HH 114585
My Commission Expires: 8/1/2025

[SEAL]

EXHIBIT "A"

Lot 12, Block 9, less the Westerly 12.80 feet, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
LINDA ROTH, ESQ. 305-774-7070
Email Address

B. SEND ACKNOWLEDGEMENT TO:
Name LINDA ROTH, P.A.
Address 2333 Brickell Avenue
Address Suite A-1
City/State/Zip Miami, Fl 33129

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
Instrument No. 114601366 Broward County, Florida

1b. [X] This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION – DEBTOR NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME			
ASTRID 2 LLC			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3. CURRENT RECORD INFORMATION – SECURED PARTY NAME – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME			
PROFESSIONAL BANK			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

4. [ ] **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. [■] **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. [ ] **ASSIGNMENT** [ ] Full or [ ] Partial: Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. [✓] **AMENDMENT** (PARTY INFORMATION): This Amendment affects [ ] Debtor or [✓] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

[✓] **CHANGE** name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

[ ] **DELETE** name: Give record name to be deleted in item 8a or 8b.

[ ] **ADD** name: Complete item 9a or 9b, and 9c.

8. CURRENT RECORD INFORMATION – INSERT ONLY ONE NAME (8a OR 8b) – Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME			
MARQUIS BANK			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

9. CHANGED (NEW) OR ADDED INFORMATION: – INSERT ONLY ONE NAME (9a OR 9b) – Do Not Abbreviate or Combine Names

9.a ORGANIZATION'S NAME				
PROFESSIONAL BANK				
9.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
9.c MAILING ADDRESS Line One 396 Alhambrfa Circle	This space not available.			
MAILING ADDRESS Line Two Suite 255	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

10. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [ ] DELETE or [✓] ADD, or give entire [ ] RESTATE collateral description, or describe collateral [ ] ASSIGN collateral

Lot 12, Block 9, less the Easterly 12.80 feet, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME			
PROFESSIONAL BANK, successor by merger to MARQUIS BANK			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

12. OPTIONAL FILER REFERENCE DATA 1900-898

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

AMENDMENT TO CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT (the "Amendment") is made and entered into this 17th day of August, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of $1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note").

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Instrument No. 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114601366 of the Public Records of

Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described therein (the "Original Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of $1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of $ 993,919.97 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of $1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of $1,626,951.72 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Instrument No. 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Instrument No. 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of $1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5

Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of $1,734,463.37 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, on January 25, 2022, Lender extended certain loans and extensions to ASTRID 10 in the original principal amount of $6,105,000.00 (the "Astrid 10 Loan"), which Astrid 10 Loan bears Loan No. 1210229-3 was evidenced by ASTRID 10's execution of a promissory note of even date therewith in said amount (the "Astrid 10 Note").with current outstanding principal balance of $6,033,685.24 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 10 Loan, Astrid 10 executed and delivered in favor of Lender, a Mortgage recorded under Instrument No. 117904086 of the Public Records of Broward County, Florida (the "Astrid 10 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 117904087 of the Public Records of Broward County, Florida (the "Astrid 10 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 117904088 of the Public Records of Broward County, Florida and under File Number 202200389211 with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 10 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 118254657 of the Public Records of Broward County, Florida (the "Third Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan, Astrid 5 Loan and the Astrid 10 Loan.

WHEREAS, Astrid 2 requested that Lender release the lien of the Astrid 2 Mortgage, Astrid

2 Assignment and Astrid 2 Financing Statements from the Original Astrid 2 Property to facilitate Astrid 2's sale of the Original Astrid 2 Property. Astrid 2 has agreed to provide Lender with substitute collateral to secure payment of the Astrid 2 Loan (the "Substitute Collateral").

WHEREAAS, and in connection therewith, Astrid 2 has executed and delivered in favor of Lender a Mortgage and Security Agreement, Collateral Assignment of Leases, Rents and Profits and UCC-1 Financing Statements Spreading Agreement (the "Spreading Agreement"), which Spreading Agreement shall spread the lien of the Astrid 2 Mortgage, Astrid 2 Assignment and Astrid 2 Financing Statements to encumber the real property acquired by Astrid 2 and more particularly described on Exhibit "A" attached hereto and made a part hereof and the personal property located thereon (the "Astrid 2 Substitute Property"), which is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida.

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, the Astrid 5 Loan and the Astrid 10 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note, Astrid 4 Note, the Astrid 5 Note and the Astrid 10 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, as modified, the Astrid 3 Mortgage, Astrid 4 Mortgage, the Astrid 5 Mortgage and the Astrid 10 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, the Astrid 5 Financing Statements and the Astrid 10 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The First Cross Collateralization and Cross Default Agreement, the Second Cross Collateralization and Cross Default Agreement, and the Third Cross Collateralization and Cross Default Agreement shall hereinafter be collectively referred to as the "Existing Cross Collateralization and Cross Default Agreements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the Existing Cross Collateralization and Cross Default Agreements. and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, Astrid 5 and Astrid 10 shall hereinafter be collectively referred to as the "Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans (the "Guaranties").

WHEREAS, it is the parties' intentions that the Existing Loans shall continue to be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the requested releases and substitution of collateral, unless and until the parties hereto enter into and execute this Agreement in order to amend the terms of the Existing Agreements and to confirm the continued cross collateralization and cross default of the Existing Loans.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby

agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.

2. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to delete the Original Astrid 2 Property on Exhibit "A" of the Existing Cross Collateralization and Cross Default Agreements.

3. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to include the Astrid 2 Substitute Property, more particularly described on Exhibit "A" attached hereto and made a part hereof.

4. The parties hereby covenant and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby, amended and spread to encumber the Astrid 2 Substitute Property, with the same force and effect as if said Additional Property were originally delineated in said Existing Cross Collateralization and Cross Default Agreements and that all of the terms, covenants and conditions of said Existing Cross Collateralization and Cross Default Agreements shall apply to the Astrid 2 Substitute Property. Any reference in the Existing Cross Collateralization and Cross Default Agreements shall be deemed to apply to the Astrid 2 Substitute Property.

5.. This Amendment shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

7. This Amendment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

8. LENDER,GUARANTOR AND THE OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE REQUESTED RELEASES AND MODIFICATIONS.

IN WITNESS WHEREOF, this Amendment to Cross Collateralization and Cross Default Agreements and Spreading Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ALL OBLIGORS AND GUARANTOR:

Print Name: Yiomara Sabana

Print Name: [illegible]

| OBLIGORS |:

ASTRID 2 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 4 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 10 LLC, a Florida limited liability company

By: _____

MARC EISENMANN, Manager

GUARANTOR:

_____

MARC EISENMANN, Individually

_____

ASTRID EISENMANN, Individually

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

WALDEMAR JUSZCZAK
Notary Public - State of Florida
Commission # HH 204297
My Comm. Expires Dec 5, 2025

Print Name: Waldemar Juszczak

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by ASTRID EISENMANN, Individually, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

WALDEMAR JUSZCZAK
Notary Public - State of Florida
Commission # HH 204297
My Comm. Expires Dec 5, 2025

Print Name: Waldemar Juszczak
Title or Rank: Notary Public
Serial Number (if any): HH204297
My commission expires: 12.5.25

[SEAL]

PROFESSIONAL BANK

Print Name: Patricia Diez-Argüelles

By: _____
MIRIAM LOPEZ,
Executive Vice President
Private Banking Group Leader

Print Name: Anahy Galmes

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.

_____
Notary Public, State of Florida
Print Name: Anahy Galmes
Serial Number if any: _____
My Commission Expires: August 18, 2025

[SEAL]

ANAHY GALMES
Commission # HH 151125
Expires August 18, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A"

The Astrid 2 Substitute Property

Lot 12, Block 9, less the Westerly 12.80 feet of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1 = 100

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal, thence run northerly upon and along the East bank of the F.C.L.C.&T. Co's Canal two thousand seven hundred and two tenths (2702.2) feet to a point on the half section line of Section twelve (12), thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean, thence run meandering southerly upon and along high water line of Atlantic Ocean, two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Co's Canal

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands, that the dimensions shown are correct to the best of my knowledge and belief

By Frank Cherry, Engineer
License No 272

State of Florida
Broward County } SS.

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of section twelve (12), in Township fifty one (51) South, of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

Homeseeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP SEAL

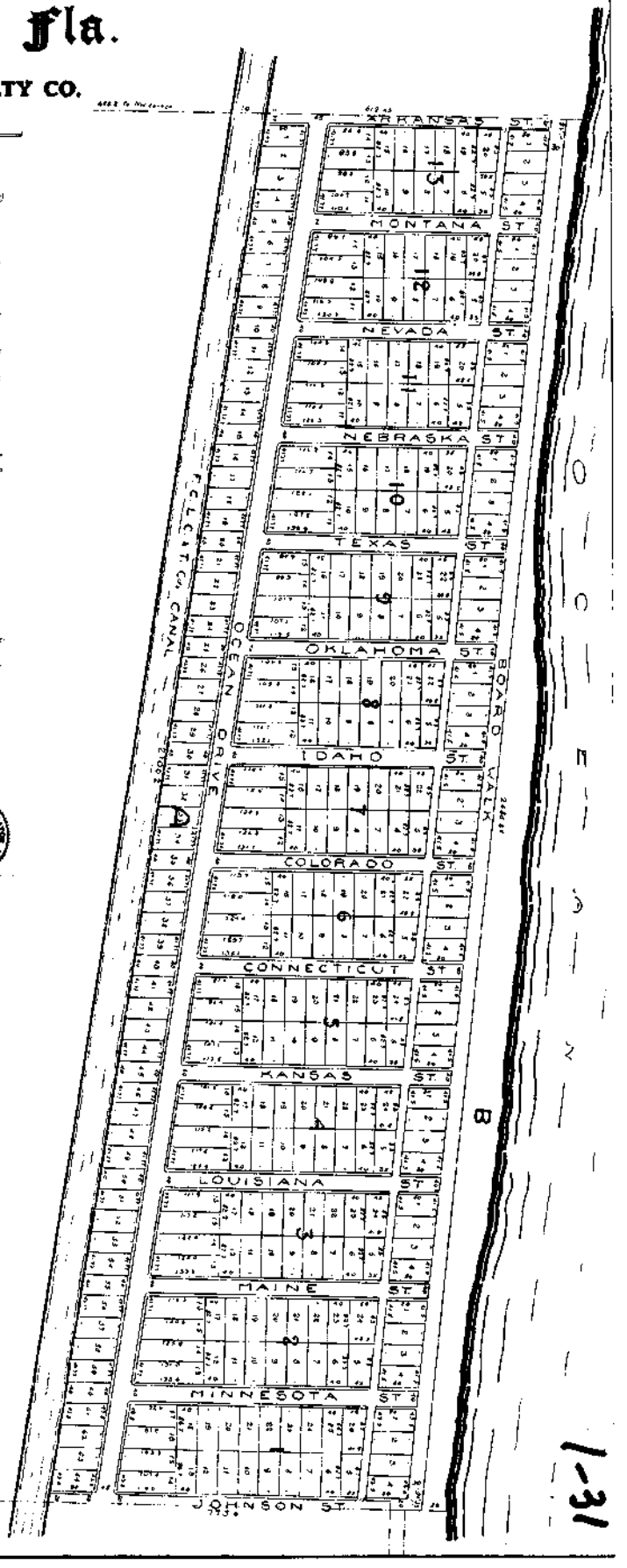
State of Florida
County of Dade } SS
Mary Murr a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company, a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A D 1923
My Commission expires on the 7th day of July 1926
Mary Murr
Notary Public

N P SEAL

CORPORATE ADMINISTRATION CREATED JAN 1 1878 CHARTER NO. 30

STATE OF FLORIDA
BROWARD COUNTY
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat
as recorded in Plat Book 1 Page 31
in Broward County, Florida
Witness my hand and official seal in the City of Fort Lauderdale this 3 day of Feb 1987
Clerk of Circuit Court, Broward County
By ... D.C.



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CERTIFICATION

I certify this to be a true and correct copy of the record in my office. 21-2-71
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 8:42

BK 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHWERER & MAGER, P.A.
P. O. BOX 696
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

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inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book I, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

OR 7489 PAGE 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) <u>From BB-68</u> Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

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Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BD-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

OR 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 7489 PG 398

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission Minutes DEC 9 1986

Division of Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

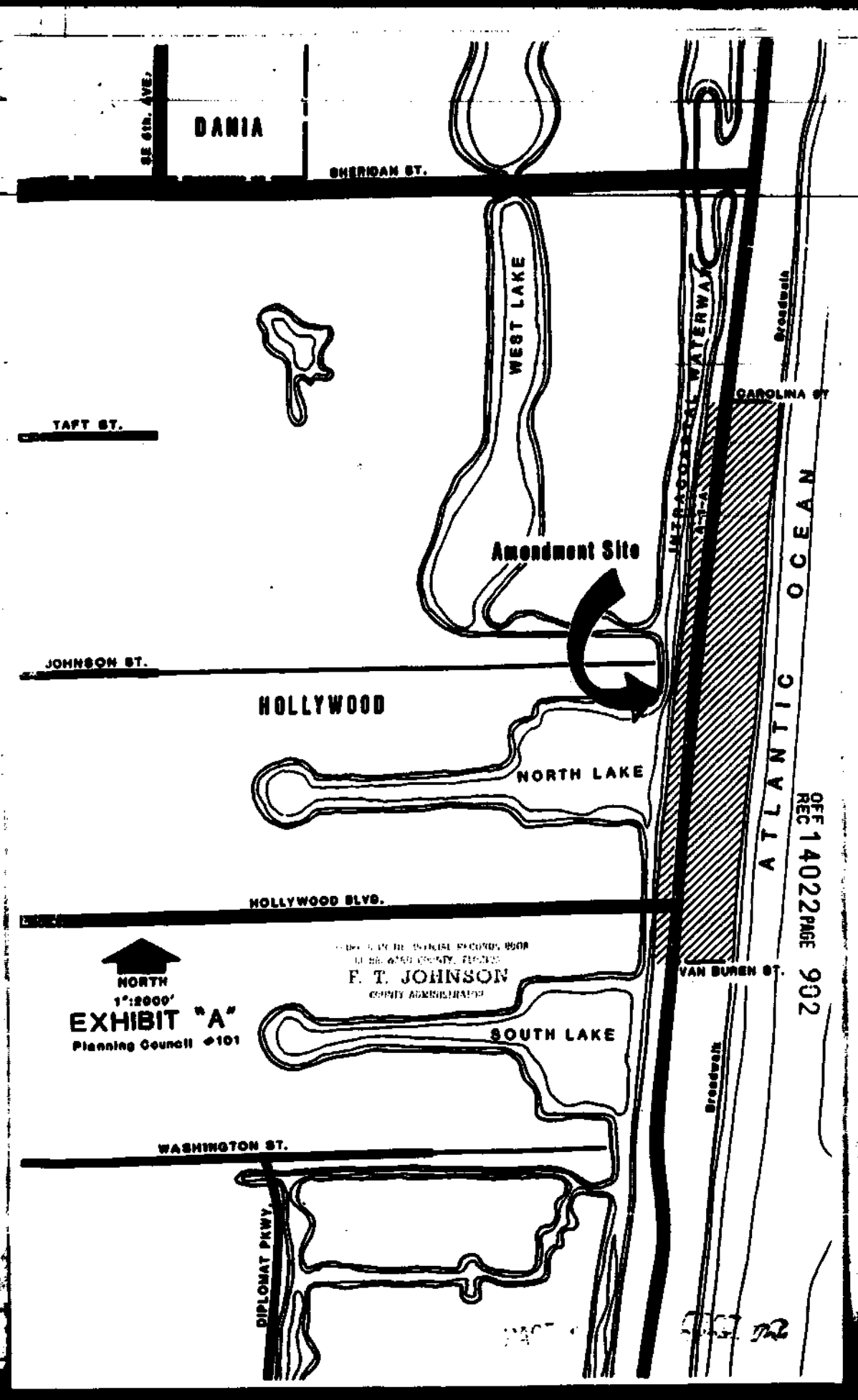
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]

F. T. JOHNSON, County Administrator

By [illegible] D.C.

RD:ed
CLS-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

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Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

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OFF REC 14022 PAGE 990

DEC 8 1986

Division of Urban Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 20th day of January A.D., 19[illegible]

F. T. JOHNSON, County Administrator

By: Phyllis Hughes D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

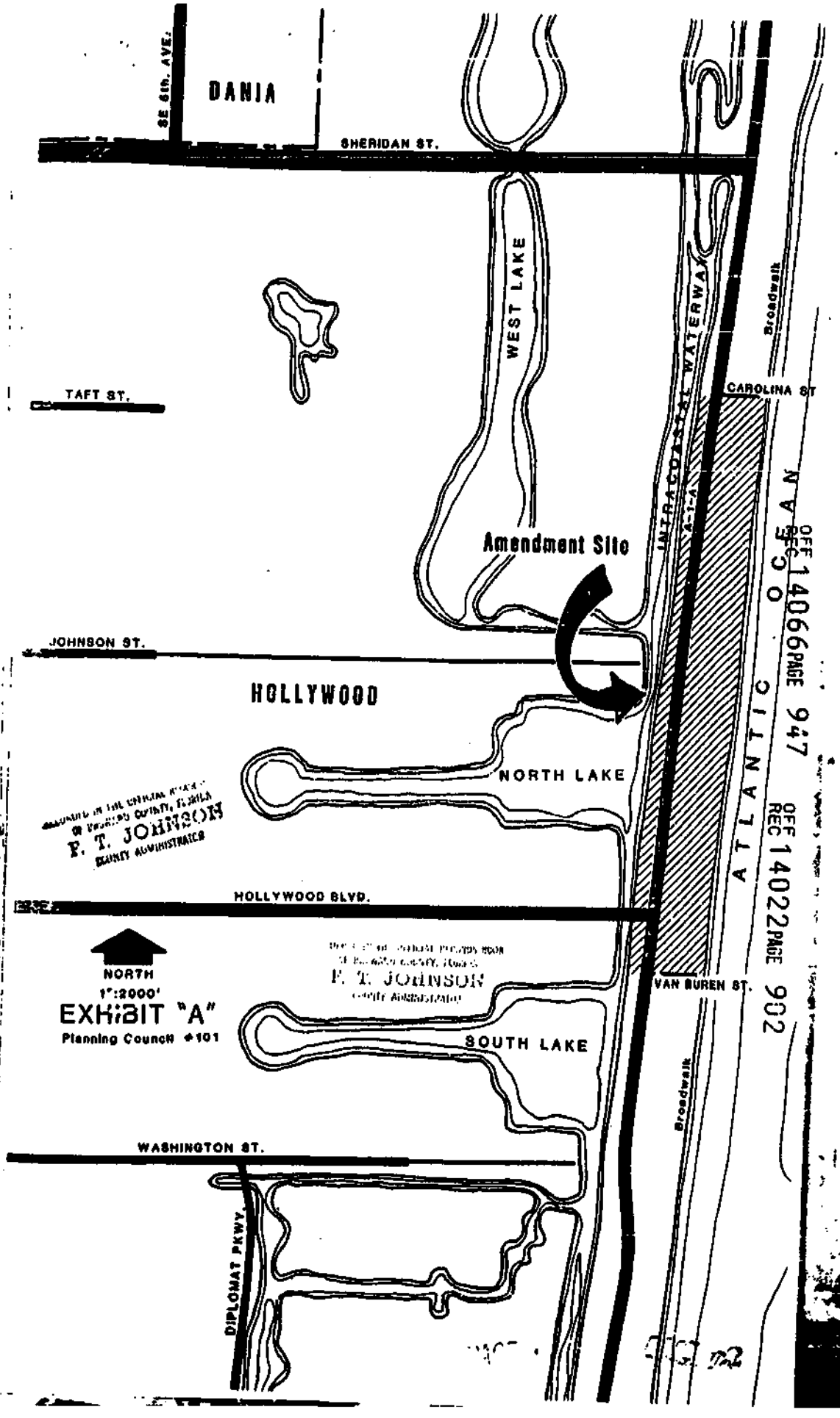
F. T. JOHNSON, County Administrator

By: Phyllis Hughes D.C.

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-246096 T4082
04-28-98 01:25PM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

#38

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 22nd day of April, 1998, by GINETTE Bouchard, whose mailing address is 341 OKLAHOMA ST. Hlyw. FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Madelyn Novembre
Witness
Print Name: Madelyn Novembre

Ginette Bouchard
Grantor
Print Name: GINETTE Bouchard

Return To: Norman Vlist, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK28117PG0027

DEFERRED ITEM
Return Document To
Business Operations

3 RA

Witness
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this April 22, 1998, by Ginette Bernard Bouchard, who is personally known to me or has produced Florida driver's license as identification.

B 263-282-45-562-0

OFFICIAL NOTARY SEAL
MADELYN NOVEMBRE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC494953
MY COMMISSION EXP. SEPT 10,1999

My commission expires:
9/10/99

Madelyn Novembre

Print Name: Madelyn Novembre
Notary Public
Commission No: CC494953

BK28117PG0028

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '38'

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 24.38 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

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

BK28117PG0029

EXHIBIT 'A'

98-688742 T#001
11-30-98 05:38PM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

#39-40
Tropical Bree LC

BK29028PG0416

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 18 day of November, 1998, by Sara/Panta Scumpia, whose mailing address is 2007 North Ocean Dr. Hollywood Fl. 33019 grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining 1 palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Shakira Gold

Grantor
Print Name: Panta Scumpia

Return To: Norman Vilet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

DEFERRED ITEM
Return Document To
Business Operations

(3)
RA

Witness
Print Name: Bruce Browar

Witness
Print Name: Shahoora Gopal

Witness
Print Name: Bruce Browar

Grantor
Print Name: SARA SCUMPIA

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th November 1998, by Panita Scumpia and Sara Scumpia, who is personally known to me or has produced FL DL# LCC & FL DCAN as identification.

Print Name: SHAHOORA GOPAL
Notary Public
Commission No: CC 759378

My commission expires: July 14, 2002

SHAHOORA GOPAL
MY COMMISSION # CC 759378
EXPIRES: July 14, 2002
Bonded Thru Notary Public Underwriters

BK29028PG0417

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

BK29028PG0418

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '39-40'

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 55.70 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

EXHIBIT 'A'

(REVISED NOV. 5, 1998)

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

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

MARION GRINKE

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13984
EXPIRES AUG 26 2003
BONDED THRU
ATLANTIC BONDING

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____ 07

DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION**, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH**, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION**, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street	Franklin Street
Walnut Street	Perry Street
DeSoto Street	Evans Street
Palm Street	Allen Street
Elm Street	Meade Street
Oak Street	Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved BCC 11/12/02 #19 2pm

Submitted By Planning Council

RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

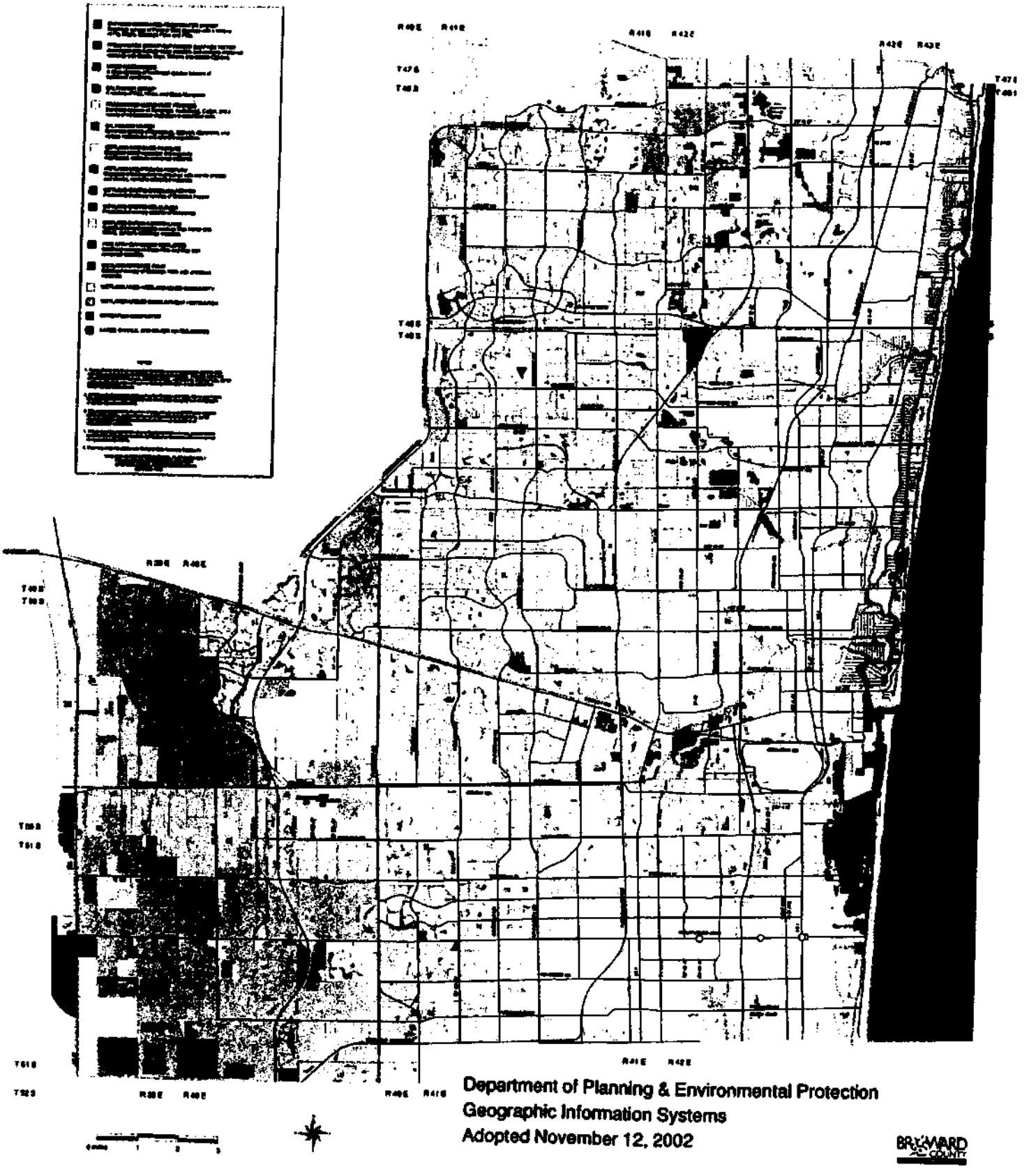
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



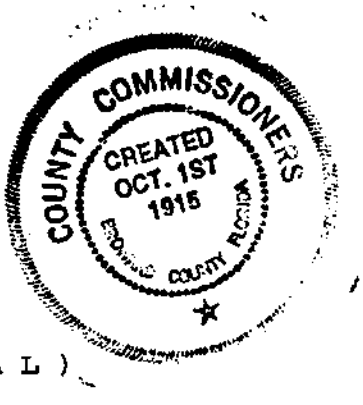
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

Instr# 114831506, Page 1 of 3, Recorded 01/16/2018 at 11:53 AM
Broward County Commission
Deed Doc Stamps: $0.00

4

Contract # 339

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 2 day of August, 2017, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and Marco Raphael Zarfati (Property Owner"), owner of the property located at 341 Oklahoma Street 1-4, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up

(2)

to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Marco Zarfati, property owner, this 2 day of August, 2017.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____ BY: _____

Phyllis Lewis, Secretary Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____

~~Douglas R. Gonzales, General~~ DW Counsel

Property Owner

BY: _____

Marco Raphael Zarfati

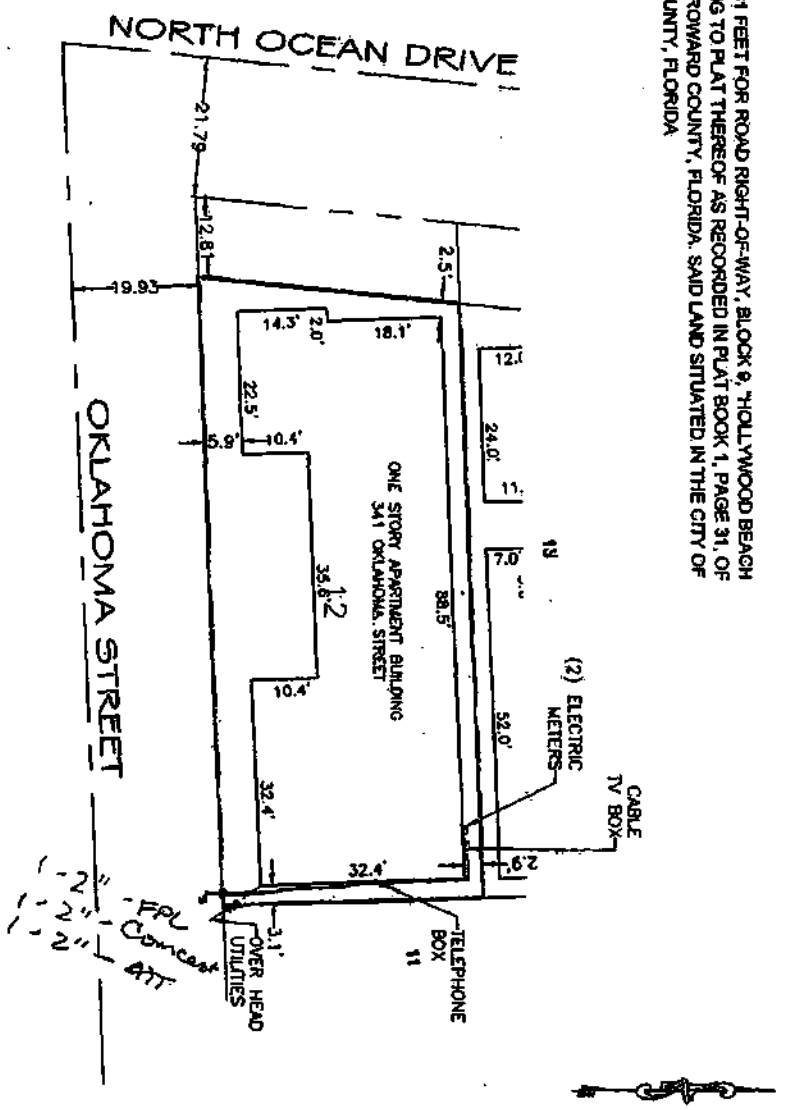
NOTARY

Claudienne Hibbert

CLAUDIENNE HIBBERT
MY COMMISSION #FF206619
EXPIRES: JUN 20, 2019
Bonded through 1st State Insurance

DESCRIPTION:

LOT 12, LESS THE WEST 12.81 FEET FOR ROAD RIGHT-OF-WAY, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



REVISION	DATE	BY

NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF OKLAHOMA STREET.

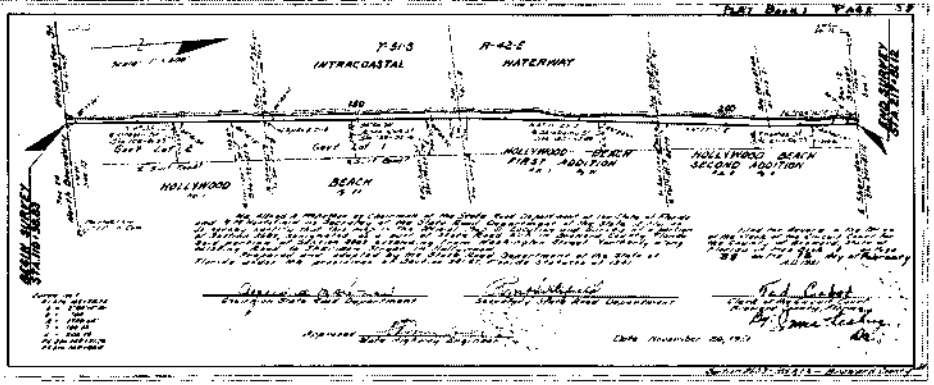
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

SPECIFIC PURPOSE SURVEY

JOB #: 0906276	DATE: 09/09/16
SCALE: 1"= 10'	FIELD BK.:
DRAWN BY: DJ	CHECKED BY: MS

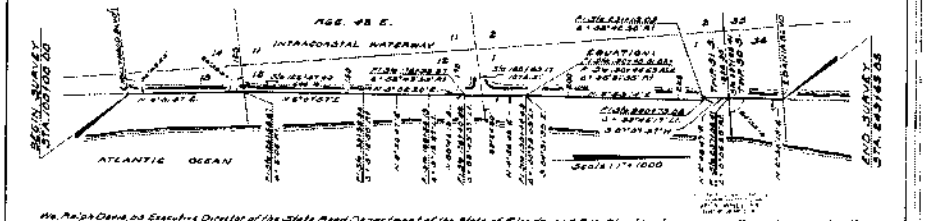
STEPHEN R. MILLER, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2151 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 925-7066
LICENSED BUSINESS NO. 7016


T-51-S
INTRACOASTAL
R-42-E
WATERWAY
HOLLYWOOD
BEACH
HOLLYWOOD BEACH
FIRST ADDITION
HOLLYWOOD BEACH
SECOND ADDITION
BEGIN SURVEY
STA. 119+56.25
END SURVEY
STA. 119+56.25
Ted Cabot
Date November 20, 1951

R/W Map Book 6 Page 6

Date January 4, 1965



We, Ralph Dana, as Executive Director of the State Road Department of the State of Florida, and F.H. Stuckland, as Secretary of the State Road Department of the State of Florida, do hereby certify that this map is the Official Map of Location and Survey of a portion of Section 86030, designated as a part of State Road S-A-1A in Brevard County, Florida. Said portion of Section 86030 extending from Hollywood Boulevard Northerly to Dania Boulevard in Section 34, Township 50 South, Range 43 East.

Prepared and adopted by the State Road Department of the State of Florida under provisions of Section 335.03, Florida Statutes of 1955.

Executive Director, State Road Department

Attest: Secretary, State Road Department

Approved: Engineer of Highways

Filed for record in the Office of the Clerk of the Circuit Court for the County of Brevard, State of Florida, in Map Book 6 Page 6 on the 18 day of February A.D. 1965.

JACK WEBBER, CLERK

Clerk of the Circuit Court
Brevard County, Florida

Sec. 86030

Ad. A-1-A

Brevard Co.

B.S.

BK 3599

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR BROWARD COUNTY. CIVIL ACTION

NO. 68- 919

BROWARD COUNTY, a political subdivision of the State of Florida,	)	
Petitioner,	)	
vs.	)	LIS PENDENS
CHARLES D. SPRINGER and ELIZABETH SPRINGER, his wife, et al.,	)	
Defendants.	)	

Filed and Recorded
Clerk Circuit Court
Broward County, Fla.
68 FEB 14 AM 11:08

Notice is hereby given that BROWARD COUNTY, a political subdivision of the State of Florida, as Petitioner, has this day instituted suit in the Circuit Court of the Seventeenth Judicial Circuit of Florida in and For Broward County, by filing a Petition in Eminent Domain Proceedings, against all persons, firms or corporations as follows, and all persons or parties having or claiming any interest or lien in or against the following described parcels of land in Broward County, Florida, to-wit:

(a) The following persons and parties who are residents of the State of Florida, whose names and places of residence are set forth so far as ascertainable by diligent search together with the respective parcel numbers in which each is alleged to be interested:

W. H. MEEKS, JR., Broward County Tax Collector, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

U. G. FINLAYSON, Director of Finance, City of Hollywood, Administration Center, Hollywood City Hall, Hollywood, Florida. (As to interest in any parcels included herein.)

RECORD VERIFIED
68 FEB 14 AM 11:46

Court Dept.

JACK WHEELER, Clerk of the Circuit Court, Collector of Delinquent Taxes, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, c/o E. F. Weigle, President, 1909 Tyler Street, Hollywood, Florida. (Parcels 113, 130, 149, 174, 182, 202, 271, 273, 280)

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, Hollywood, Florida, c/o Thomas M. Wohl, President, 1720 Harrison Street, Hollywood, Florida. (Parcels 115, 123, 129).

THE FIRST NATIONAL BANK OF HOLLYWOOD, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcels 117, 187, 189, 272)

RALPH B. SPRINGER, JR., 1122 Polk Street, Hollywood, Florida. (Parcel 103)

JANE SPRINGER, 1122 Polk Street, Hollywood, Florida, (Parcel 103)

SPRINGER MOTOR CO., c/o Charles D. Springer, Secretary 340 N. Dixie Highway, Hollywood, Florida. (Parcel 103)

CHARLES D. SPRINGER, 1755 Tyler Street, Hollywood, Florida (Parcel 103)

ELIZABETH M. SPRINGER, 1755 Tyler Street, Hollywood, Florida. (Parcel 103)

GEORGE R. SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

LEE SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

ROBERT DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

BETH DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

SOLOMON DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106 and 107)

HARRIET DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106, 107)

FREDA DIETZ, 1026 Polk Street, Hollywood, Florida. (Parcels 106, 107)

SAMUEL DIETZ, 711 N. Ocean Drive, Hollywood, Florida. (Parcels 106, 107)

HOLLYWOOD BANK & TRUST CO., c/o Robert Anderson, President, 1900 Tyler Street, Hollywood, Florida. (Parcel 107)

LAKEVIEW BUILDING, INC., c/o Charles D. Springer, Secretary-Treasurer, 340 N. Dixie Highway, Hollywood, Florida. (Parcels 108, 109)

AMANDA BICOS, 1447 Hollywood Boulevard, Hollywood, Florida. (Parcel 111)

CATHY BICOS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

CHRISTIE POLITIS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

HELEN POLITIS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

JOE SONKEN, 606 N.Ocean Drive,Hollywood, Florida.(Parcel 112)

HERBERT ALLISON, 912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

VIRGINIA ALLISON,912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

JAMES J. FALDUTO, 5426 Buchanan Street, Hollywood, Florida. (Parcel 113)

MARIE HALL, 906 N. Ocean Drive,Hollywood,Florida. (Parcel 113)

COSTAS JACOMIDIS, 1305 N.31st Road, Hollywood, Florida. (Parcels 114, 115)

SARAH JACOMIDIS, 1305 N.31st Road, Hollywood,Florida(Parcels 114,115)

VINCENT CAPONE, 1014 N.Ocean Drive, Hollywood, Florida. (Parcels 115, 121)

LOUIS GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

DELLA GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

HELVIN ALGHADER, 1010 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

RUSSELL KOHUTH, 1004 N. Ocean Drive, Hollywood, Florida.(Parcel 115)

CHARLES R.THOMPSON, 1000 N.Ocean Drive, Hollywood, Florida. (Parcel 115)

A-1-A CORPORATION, c/o George L. Moxon, Resident Agent, 2801 E. Oakland Park Boulevard,Fort Lauderdale, Florida.(Parcel 116)

RONALD L. TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

DARLENE S.TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

GEORGE MENEES,319 Pierce Street,Hollywood,Florida. (Parcel 117)

DOLPHIN APARTMENTS, INC., c/o Myron Burnstein, President, Home Federal Savings Building, Hollywood, Florida. (Parcel 119)

VLADIMIR BRYLEWSKI, 915 N. Ocean Drive, Hollywood, Florida. (Parcel 120)

LONGINA BRYLEWSKI, 915 N. Ocean Drive, Hollywood, Florida. (Parcel 120)

STARDUST OF HOLLYWOOD, INC., c/o Dominic Emiliano, President, 4115 Madison Street, Hollywood, Florida. (Parcel 120)

LIFE INSURANCE COMPANY OF GEORGIA, c/o Broward Williams, Insurance Commissioner, Doyle Carlton Building, Tallahassee, Florida. (Parcel 120)

THOMAS M. WOHL, Executor of the Estate of Martin M. Wohl, Deceased, 1720 Harrison Street, Hollywood, Florida. (Parcels 122 and 132)

ALBERT C. COZENS, 313 Hays Street, Hollywood, Florida. (Parcel 124)

HELEN COZENS, 313 Hays Street, Hollywood, Florida. (Parcel 124)

H. L. ENGLEHART, 1410 N. Ocean Drive, Hollywood, Florida. (Parcel 124)

BERTHA M. ENGLEHART, 1410 N. Ocean Drive, Hollywood, Florida. (Parcel 124)

E. FRANKLIN BADGER, 1510 N. Ocean Drive, Hollywood, Florida. (Parcel 125)

A. WINIFRED BADGER, 1510 N. Ocean Drive, Hollywood, Florida. (Parcel 125)

GRACE NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale, Florida. (Parcel 125)

J. W. NICHOLSON. 151 N. W. 31st Avenue, Fort Lauderdale, Florida. (Parcel 125)

ANNIE FROSK, 1600 N. Ocean Drive, Hollywood, Florida. (Parcel 129)

BERTHA THIER, 510 - 76th Street, Miami, Florida. (Parcel 130)

JOSEPH HOELZL, 1701 N.Ocean Drive, Hollywood, Florida. (Parcels 131, 140)

ELEANORE HOELZL, 1701 N. Ocean Drive, Hollywood, Florida. (Parcels 131, 140)

ESTATE OF AMANDA MONSON, c/o W. C. Mather, Resident Agent, 1909 Tyler Street, Hollywood, Florida. (Parcels 131, 200)

VIRGINIA ALLISON, 1205 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

MARY HISLOP, 1205 N.Ocean Drive, Hollywood, Florida. (Parcel 132)

THOMAS GRANATA, 1209 N.Ocean Drive, Hollywood, Florida (Parcel 132)

MILDRED DOUGLAS, 1207 N.Ocean Drive, Hollywood, Florida. (Parcel 132)

WILLARD JENNINGS, 1211 N.Ocean Drive, Hollywood, Florida (Parcel 132)

ROBERT GRACE, 1213 N.Ocean Drive, Hollywood, Florida (Parcel 132)

SANKEN CORPORATION, c/o Joseph Perlmutter, President, 1201 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

HAROLD REINER, 1216 Johnson Street, Hollywood, Florida. (Parcel 133)

HELEN REINER, 1216 Johnson Street, Hollywood, Florida (Parcel 133)

KATINKA OZEE, as Co-Executrix of the Estate of Ella Jo Stollberg, Deceased, 1909 Harrison Street, Hollywood, Florida. (Parcel 133)

RAYMOND A. WILCOX, as Co-Executor of the Estate of Ella Jo Stollberg, Deceased, 1715 S. Surf Road, Hollywood, Florida. (Parcel 133)

EMIL HERERRA, 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MENA HERERRA. 1301 N.Ocean Drive, Hollywood, Florida. (Parcel 133)

MUNCH, INC. c/o George H. Munch, 1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

GEORGE H. MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1315 N. Ocean Drive, Hollywood, Florida.

HOLLYWOOD SUN & SAND CO-OP, INC., c/o Alice Eklund, Secretary, 1315 N.Ocean Drive, Hollywood, Florida. (Parcel 134)

SARL INVESTMENT CORPORATION, c/o Saul A. Geronemus, President, 825 S. E. 6th Street, Fort Lauderdale, Florida. (Parcel 135)

ATLANTIC FEDERAL SAVINGS & LOAN ASSOCIATION, c/o H. P. Creep, President, 1750 E. Sunrise Boulevard, Fort Lauderdale, Florida. (Parcel 135)

JACKSON'S MINIT MARKET, INC., c/o Julian Jackson, President, Atlantic Boulevard, Jacksonville, Florida. (Parcel 135)

ROBERT HANNAN, 1926 Hollywood Boulevard, Hollywood. Florida. (Parcel 136)

ELEANOR HANNAN, 122 N. 19th Avenue, Hollywood, Florida. (Parcel 136)

ELIZABETH FORAKER, 1360 Bayview Drive, Fort Lauderdale, Florida. (Parcel 136)

HAMILTON MUTUAL REALTY FUND, INC., c/o Corporation Trust Corporation, Florida Title Building, Jacksonville, Florida. (Parcel 136)

NICHOLAS TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)

ROSE TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)

MARION HARRIS, 1515 N. Ocean Drive, Hollywood, Florida. (Parcel 139)

HELEN M. WEBER, 2400 S. Surf Road, Hollywood, Florida. (Parcel 140)

JERRY I. SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)

ELLEN SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)

ELYDIA FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)

JOHN FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)

GREATER MIAMI FEDERAL SAVINGS & LOAN ASSOCIATION, c/o Robert M. Morgan, President, 101 S. E. 2nd Avenue, Miami, Florida. (Parcel 144)

HARRIS HOUSE "A", INC., c/o Fred Grant, Sr., President 325 N. Federal Highway, Hollywood, Florida. (Parcel 145)

HARRY C. HALL, 1575 N. E. 141st Street, Miami, Florida. (Parcel 145)

ELLIOTT HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

VELMA HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

CHARLES McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale, Florida. (Parcel 146)

IDA McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale, Florida. (Parcel 146)

EDWARD H. PIERSKI, individually and as Administrator of the Estate of Frank John Wood, a/k/a Frank G. Pierski, Deceased, 2118 N. Ocean Drive, Hollywood, Florida. (Parcel 147)

FIRST NATIONAL BANK OF HOLLYWOOD, as Ancillary Administrator C.T.A. of Estate of Anna Pierski, deceased, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcel 147)

LESTER S. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

ETHEL JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

HARRY W. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

MILLIE L. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

MARY G. HALL, 1915 N. Ocean Drive, Hollywood, Florida. (Parcel 157)

FRED P. HUGHES, 341 Oklahoma Street, Hollywood, Florida. (Parcel 158)

BOBBE M. HUGHES, 341 Oklahoma Street, Hollywood, Florida. (Parcel 158)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, c/o William H. Walker, Jr., President, 100 N. E. 1st Avenue, Miami, Florida. (Parcel 158)

E. B. WELLONS, 2007 N. Ocean Drive, Hollywood, Florida. (Parcel 159)

IDA MAE WELLONS, 2007 N. Ocean Drive, Hollywood, Florida. (Parcel 159)

WILLIAM J. SYMS, JR., 1114 S. Lake Drive, Hollywood, Florida, and THOMAS LYNCH, 2501 Pierce Street, Hollywood, Florida, as Trustees under the Last Will and Testament of William J. Syms, Sr., deceased. (Parcel 160)

ELIZABETH V. SYMS, 919 Van Buren Street, Hollywood, Florida. (Parcel 160)

TE-MAR-JO HOTELS, INC., c/o John Bergamo, President, 2115 N. Ocean Drive, Hollywood, Florida. (Parcel 161)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY, c/o E. Thomas Wilburn, President, 301 E. Las Olas Blvd., Fort Lauderdale, Florida. (Parcels 161, 175, 181)

GEORGE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

MARY ANNE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

JOHN H. HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

EFFIE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

DELSEA DRIVE SHOP-RITE, INC., c/o Josephine Guaracini, President, 6560 N.W. 10th Street, Hollywood, Florida. (Parcel 161)

IRMA H. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida. (Parcel 167)

JAMES O. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida. (Parcel 167)

THE MIAMI BEACH FIRST NATIONAL BANK, c/o James L. Newman, Asst. Vice President, 1651 Alton Road, Miami Beach, Florida. (Parcels 169, 179)

MARY LOUISE STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale, Florida. (Parcels 169, 179)

EUGENE G. STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale, Florida. (Parcels 169, 179)

HARRY KATZ, 1011 S. 26th Ave., Hollywood, Florida (Parcels 169, 179)

JACK DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels 169, 179)

PEARL DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels 169, 179)

LAURADELL KIMMEL as resident agent for A. Arthur Snemaa, Administrator of the Estate of Helen Finkelstein, deceased, 633 N. W. 28th Court, Fort Lauderdale, Florida. (Parcels 169, 179)

LEAH CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. Parcel 170)

MANUEL CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. (Parcel 170)

JOSEPH A. SALSILLE, 2800 North Ocean Drive, Hollywood, Florida. (Parcels 174, 183)

JENNIE SALSILLE, 2800 North Ocean Drive, Hollywood, Florida. (Parcels 174, 183)

HAZEL LOGAN, 2900 North Ocean Drive, Hollywood, Florida. (Parcels 175, 177)

R. R. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida. (Parcels 178, 191)

LEAH M. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida. (Parcels 178, 191)

MARY P. COCCIA, 321 Wilson Street, Hollywood, Florida. (Parcel 181)

ESTHER DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach, Florida. (Parcel 182)

EDWARD DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach, Florida. (Parcel 182)

HARRY L. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers, Florida 33903. (Parcel 183)

ELEANOR A. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers, Florida 33903. (Parcel 183)

HARRY A. FRIEDMAN, 330 Coolidge Street, Hollywood, Florida. (Parcel 184)

LENA FRIEDMAN, 330 Coolidge Street, Hollywood, Florida. (Parcel 184)

CITY NATIONAL BANK OF MIAMI, c/o Michael Franco, President, 25 West Flagler Street, Miami, Florida. (Parcel 184)

PARD DEVELOPERS, INC., c/o Ben Salter, President, 2429 Hollywood Boulevard, Hollywood, Florida. (Parcel 190)

CYRUS R. DREW, 3418 North Ocean Drive, Hollywood, Florida. (Parcel 197)

VIRGINIA A. DREW, 3418 North Ocean Drive, Hollywood, Florida. (Parcel 197)

JOHN S. A. MONSON, RUDOLPH F. A. MONSON and NORE S. MONSON, as Executors of the Estate of AMANDA S. MONSON, Deceased, c/o W. C. Mather, 1909 Tyler Street, Hollywood, Florida. (Parcel 200)

REGINA T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)

JAMES T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)

BANK OF HALLANDALE, c/o H. E. Shaw, President, 801 East Beach Boulevard, Hallandale, Florida. (Parcel 202)

EDGAR H. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)

RUTH E. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)

TARA HALL CONDOMINIUM, INC., c/o Daniel T. Tomasulo, Secretary, Apt. 2, 2100 North Ocean Drive, Hollywood, Florida. (Parcel 271)

ROBERT SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

RUTH SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

CLEM LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DORIS JANE LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

WILLIAM M. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

BURNADETTE E. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

DANIEL T. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DOROTHY M. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

WALTER W. SIEVERS, 720 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

MICHAEL B. BOWLER, Apt. 10, 2106 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DOLPHIN ASSOCIATES, INC., c/o Richard A. Sarver, President, 341 Filmore Street, Hollywood, Florida. (Parcel 272)

THE DANIA BANK, c/o Leonard Miller, President, 255 E. Dania Beach Boulevard, Dania, Florida. (Parcel 272)

GOLDEN CREST DEVELOPMENT COMPANY, INC., c/o Louis P. Vittali, President, 333 Oklahoma Street, Hollywood, Florida. (Parcel 273)

ROY H. RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida (Parcel 280)

MARCELLA RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida. (Parcel 280)

HELEN R. HOFFMAN, 600 Hibiscus Drive, Golden Isle, Hallandale, Florida. (Parcel 280)

(b) The following persons and parties who are believed to be non-residents of the State of Florida, and whose last known places of residence are as set forth below, so far as ascertainable by diligent search and inquiry, and all persons claiming by, through and under them together with the respective parcel numbers in which each is alleged to be interested:

G. B. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park, 42, Illinois, 60642. (Parcel 105)

HELEN P. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park 42, Illinois, 60642. (Parcel 105)

GRAHAM C. SEMMENS, 1723 - 12th Avenue, N.W., Calgary, Province of Alberta, Canada. (Parcel 121)

NANCY H. SEMMENS, 1723 - 12th Avenue N.W., Calgary, Province of Alberta, Canada. (Parcel 121)

HENRY H. BRUSMAN, P. O. Box 187, Vandalia, Ohio. (Parcel 123)

FELIX J. MIODUCKI, 117 E. Parade Avenue, Buffalo, New York. (Parcel 130)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1805 Lin-Lor-Lane, Elgin, Illinois 60120 (Parcel 134)

THOMAS T. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)

MARGARET E. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)

JULIUS C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)

BEATRICE WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)

HERMAN C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)

IDA WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)

CHESTER PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)

ADELINE PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)

DOROTHY F. HINCHCLIFF, Executrix of the Estate of Alfred W. Hinchcliff, Deceased, 17495 Royalton Road, Strongsville, Ohio. (Parcel 187)

NEW YORK BANK FOR SAVINGS, c/o Alfred S. Mills, President, 280 Park Avenue, New York, New York. (Parcel 190)

EMIL JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)

AGNES K. JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)

JOSEPH J. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)

MARTHA E. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)

SELINA SCHWARTZ, Apt. 17-B, 3270 North Lake Shore Drive, Chicago, Illinois 60600. (Parcel 196)

DORA ROSENBERG, Apt. 17-B, 3270 Lake Shore Drive, Chicago, Illinois 60600. (Parcel 198)

RUDOLPH PASQUALONI, 819 Chapel Street, New Haven, Connecticut, 06510. (Parcel 271)

[illegible] J. CORBIN, Box 311, Route 1, Millersport, Ohio, 43046. (Parcel 271)

[illegible]TTIE DORIS CORBIN, Box 311, Route 1, Millersport, Ohio, 43046. (Parcel 271)

[illegible] C. SHAW, 159 Point Beach Drive, Milford, Connecticut. (Parcel 271)

[illegible]LE C. SHAW, 159 Point Beach Drive, Milford, Connecticut. (Parcel 271)

[illegible] W. BENNETT, 1350 Bay Drive, W. Atlantic City, New Jersey 08232. (Parcel 271)

[illegible] M. BENNETT, 1350 Bay Drive, W. Atlantic City, New Jersey 08232. (Parcel 271)

IVAN E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York, 11735. (Parcel 271)

VIOLA E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York 11735. (Parcel 271)

(c) The following persons whose places of residence are unknown, after diligent search and inquiry, if alive, and if deceased, the unknown heirs, devisees and all persons and parties claiming under them whose names and places of residence are unknown, together with the parcel numbers in which they are alleged to be interested:

FRED DEL SORDO, Residence unknown. (Parcel 143)

EVELYN KUSHNER, Residence unknown. (Parcels 169, 179)

SYLVIA MEISLER, Residence unknown. (Parcels 169, 179)

ALEX LLOYD, Residence unknown. (Parcels 169, 179)

ETHEL KLETSKY, Residence unknown. (Parcels 169, 179)

C. W. YEAGER, Residence unknown. (Parcel 187)

HAZEL A. YEAGER, Residence unknown. (Parcel 187)

(d) The unknown husband and wives of any said individual defendants.

(e) The unknown heirs, devisees, legatees and grantees of the above named individual defendants who may be dead.

(f) The unknown assigns, successors in interest, trustees, of any other parties claiming by, through, under or against any and all of the above named corporations, whether existing or dissolved.

And against all persons and parties claiming or having any interest or claim as owners, mortgagees, judgment creditors, or lienholders of, upon or against the parcels of land hereinafter described:

PARCEL 103

The Easterly 12.67 feet of Lots 48, 49, 50, 51 and 52, Block A, of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2525 square feet, more or less.

PARCEL 105

The Easterly 12.67 feet of Lots 42, 43, 44, and 45, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 106

The Westerly 12.67 feet of Lots 15 and 16, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 107

The Westerly 12.67 feet of Lots 17 and 18, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida in Section 13, Township 51 South, Range 43 East, being that part of said Lots

lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A. Containing 1010 square feet, more or less.

PARCEL 108

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 8, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 109

The Westerly 12.67 feet of Lots 15 and 16, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 111

The Westerly 12.67 feet of the North 2.72 feet of Lot 17 and the Westerly 12.67 feet of Lot 18, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 539 square feet, more or less.

PARCEL 112

The Easterly 12.67 feet of Lots 28, 29, 30 and 31, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-4, containing 2020 square feet, more or less.

PARCEL 113

The Easterly 12.67 feet of Lots 19 and 20, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1010 square feet, more or less.

PARCEL 114

The Easterly 12.67 feet of Lot 18, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 115

The Easterly 12.67 feet of Lots 13, 14, 15 and 16, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 116

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 6, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, containing 2020 square feet, more or less.

PARCEL 117

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 119

The Westerly 12.67 feet of lots 17 & 18, Block 4 of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County. Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 120

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 2, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 121

The Westerly 12.67 feet of Lot 15, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within

35 feet of the Base line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 122

The Westerly 12.67 feet of Lots 16, 17 and 18, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base line of Survey, according to the Right of Way map of Section 86030-2503, State Road A-1-A, containing 1515 square feet, more or less.

PARCEL 123

The Easterly 12.80 feet of Lots 53 and 54, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 50 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 124

The Easterly 12.80 feet of Lot 52, Block A, of Hollywood Beach, First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, Containing 531 square feet, more or less.

PARCEL 125

The Easterly 12.80 feet of Lots 51, 50, 49, 48, 47, 46 and 45, Block A, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3,716 square feet, more or less.

PARCEL 129

The Easterly 12.80 feet of Lots 43 and 44, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 130

The Easterly 12.81 feet of Lots 38, 39 and 40, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1571 square feet, more or less.

PARCEL 131

The Easterly 12.81 feet of Lots 32, 33, 34, 35, 36, and 37, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3186 square feet, more or less.

PARCEL 132

The Westerly 12.80 feet of Lots 14, 15, 16 and 17, Block 1, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2228 square feet, more or less.

PARCEL 133

The Westerly 12.80 feet of Lot 13, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 134

The Westerly 12.80 feet of Lots 14, 15 and 16, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 135

The Westerly 12.80 feet of Lot 13, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 136

The Westerly 12.80 feet of Lot 14, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 138

The Westerly 12.80 feet of Lot 16, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot, lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 139

The Westerly 12.80 feet of Lots 13, 14, 15 and 16, Block 4, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2124 square feet, more or less.

PARCEL 140

The Westerly 12.81 feet of Lots 12, 13, 14 and 15, Block 6, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2124 square feet, more or less.

PARCEL 143

The Easterly 12.81 feet of Lot 31, Block A, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 144

The Easterly 12.81 feet of Lots 29 and 30, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 145

The easterly 12.81 feet of Lots 25, 26, 27 and 28, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 146

The easterly 12.81 feet of Lots 21, 22, 23 and 24, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 147

The easterly 12.81 feet of Lots 15, 16 and 17, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; EXCEPTING therefrom the South 38.46 feet of said Lot 17; Containing 1080 square feet, more or less.

PARCEL 149

The easterly 12.81 feet of Lots 11 and 12, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 157

The westerly 12.81 feet of Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 158

The westerly 12.81 feet of Lot 12, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 159

The westerly 12.81 feet of Lots 13, 14 & 15, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 160

The westerly 12.81 feet of Lots 11 and 12, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 161

The westerly 12.81 feet of Lots 13 and 14, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 167

The westerly 12.81 feet of Lots 11, 12 & 13, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 169

The easterly 12.83 feet of Lots 6 and 7, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 170

The easterly 12.83 feet of Lots 8 and 9, Block B, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 174

The easterly 12.83 feet of Lots 16, 17, 18, 19 and 20, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2632 square feet, more or less.

PARCEL 175

The easterly 12.83 feet of Lots 21, 22 and 23, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 176

The easterly 12.83 feet of Lots 24, 26, 27, 28, 29, 30, 31, 32 and 33, and the easterly 12.61 feet of Lot 39, all in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 34 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING on the southeast corner of said Lot 34, running westerly along the south line of said Lot 34, a distance of 12.83 feet; thence N. 06°20'47" E a distance of 31.38 feet to the beginning of a curve to the left; thence Northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 10.69 through an angle of 00°12'44" to a point on the north line of said Lot 34, thence easterly along the north line of said Lot 34, a distance of 12.85 feet to the northeast corner of said Lot 34; thence southerly along the east line of said Lot 34 a distance of 41.77 feet to the POINT OF BEGINNING;

AND

That part of Lots 36, 37 and 38 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 38, run westerly along the north line of said Lot 38, a distance of 12.61 feet; thence S 03°02'20" West a distance of 11.82 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet, a distance of 114.43 feet through an angle of 02°19'03" to a point on the South line of said Lot 36; thence easterly along the south line of said Lot 36 a distance of 13.28 feet to the southeast corner of said Lot 36, thence northerly along the east line of said lots 36, 37 and 38, a distance of 124.72 feet to the POINT OF BEGINNING; All containing 7450 square feet, more or less.

PARCEL 177

The easterly 12.83 feet of Lot 25, Block D, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right Of Way Map of Section 86030-2503, State Road A-1-A; containing 508 square feet, more or less.

PARCEL 178

That part of Lot 35, Block B, Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 35, run westerly along the south line of said Lot 35, a distance of 12.85 feet to a point on a curve concave to the west, and having a tangent bearing of N 06°08'03" E through said point; thence northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 40 feet through an angle of 00°58'36" to the north line of said Lot 35, thence easterly along the north line of said Lot 35 a distance of 13.28 feet to the northeast corner of said Lot 35, thence southerly along the east line of said Lot 35 a distance of 40 feet to the POINT OF BEGINNING; containing 520 square feet, more or less.

PARCEL 179

The westerly 12.83 feet of Lots 10, 11 and 12, Block 2, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 181

The westerly 12.83 feet of Lots 10 & 11, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 182

The westerly 12.83 feet of Lots 12 & 13, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 183

The Westerly 12.83 feet of Lots 10 and 11, Block 4, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 184

The westerly 12.83 feet of Lot 13, Block 4, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 187

The westerly 12.83 feet of Lot 13, Block 5, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot 13, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 189

The westerly 12.83 feet of Lots 12 & 13, Block 6, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 190

The westerly 12.83 feet of Lots 9, 10 and 11, Block 7, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 12, said Block 7 of Hollywood Beach Second Addition, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 12, run westerly along the north line of said Lot 12 a distance of 89.55 feet to the POINT OF BEGINNING; thence continue westerly along the north line of said Lot 12 a distance of 12.76 feet to the northwest corner of said Lot 12, thence southerly along the West line of said Lot 12, a distance of 41.77 feet to the

southwest corner of said Lot 12, thence easterly along the south line of said Lot 12 a distance of 12.83 feet; thence N 06°20'47" E a distance of 21.41 feet to the beginning of a curve to the left, thence northerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet a distance of 20.10 feet through an angle of 00°23'50" to the POINT OF BEGINNING;

All containing 2121 square feet, more or less.

PARCEL 191

Those parts of Lots 9 and 10, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the southeast corner of said Lot 9, run westerly along the south line of said Lot 9, a distance of 102.45 feet to the POINT OF BEGINNING; thence continue along the south line of said Lot 9 a distance of 12.21 feet to the southwest corner of said Lot 9; thence northerly along the west line of said Lots 9 and 10, a distance of 83.21 feet to the northwest corner of said Lot 10; thence easterly along the north line of said Lot 10 a distance of 12.51 feet to a point on a curve concave to the west and having a tangent bearing of N 03°28'33" E through said point; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet, a distance of 84.93 feet through an angle of 01°40'41" to the POINT OF BEGINNING; containing 1006 square feet, more or less.

PARCEL 192

That part of Lots 11 and 12, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the northeast corner of said Lot 12, run Westerly along the North line of said Lot 12, a distance of 88.92 feet to the POINT OF BEGINNING; thence S 03°02'20" W a distance of 58.95 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet; a distance of 22.11 feet through an angle of 00°26'13" to a point on the South line of said Lot 11; thence westerly along the south line of said Lot 11 a distance of 12.51 feet to the southwest corner of said Lot 11; thence northerly along the west line of Lots 11 and 12 a distance of 83.02 feet to the northwest corner of said Lot 12; thence easterly along the north line of said Lot 12 a distance of 12.61 feet to the POINT OF BEGINNING; containing 1040 square feet, more or less.

PARCEL 193

The easterly 12.61 feet of Lots 41 & 42, Block B of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section

12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 196

The Easterly 12.61 feet of Lots 48 and 49, Block B, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1040 square feet, more or less.

PARCEL 197

The easterly 12.6 feet of the south 21.5 feet of Lot 51 and the easterly 12.6 feet of Lot 50, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 773 square feet, more or less.

PARCEL 198

The easterly 12.6 feet of the North 20 feet of Lot 51 and the Easterly 12.6 feet of Lots 52 & 53, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1290 square feet, more or less.

PARCEL 200

The westerly 12.61 feet of Lots 9 & 10, Block 9, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 202

The westerly 12.60 feet of Lots 9 and 10, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1042 square feet, more or less.

PARCEL 203

A strip of land over, through and across Lots 9, 10, 11 and 12, Block 11 of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, said strip lying East of and adjacent to the west line of said Lots; said strip measuring 12.60 feet on the south line of said Lot 9, and 27.78 feet on the north line of said Lot 12; Containing 3347 square feet, more or less.

PARCEL 271

The easterly 12.81 feet of the South 38.46 feet of Lot 17 and the Easterly 12.81 feet of Lots 18 and 19, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1549 square feet, more or less.

PARCEL 272

The westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, all of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2020 Square feet, more or less.

PARCEL 273

The westerly 12.60 feet of Lots 11 and 12, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 280

The easterly 12.83 feet of the South 7 feet of the North 25 feet of Lot 13, in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of way Map of Section 86030-2503, State Road A-1-A; Containing 90 square feet, more or less.

The relief sought as to said property is to condemn the fee simple absolute title to the lands heretofore described as the right of way for the public purpose of constructing and widening the roadbed, ditches, easements and borrow pits on that portion of Section 86030 of State Road A-1-A in Broward County, Florida, extending from Hollywood Boulevard, Hollywood, Florida, northerly to Sheridan Street, Hollywood, Florida; as is set forth in the Petition in Eminent Domain Proceedings and Declaration of Taking filed in this cause.

McCUNE, HIAASEN, CRUM & FERRIS
Attorneys for Petitioner
603 Broward National Bank Bldg.
Fort Lauderdale, Florida

By Earle W. Peterson, Jr.
Earle W. Peterson, Jr.

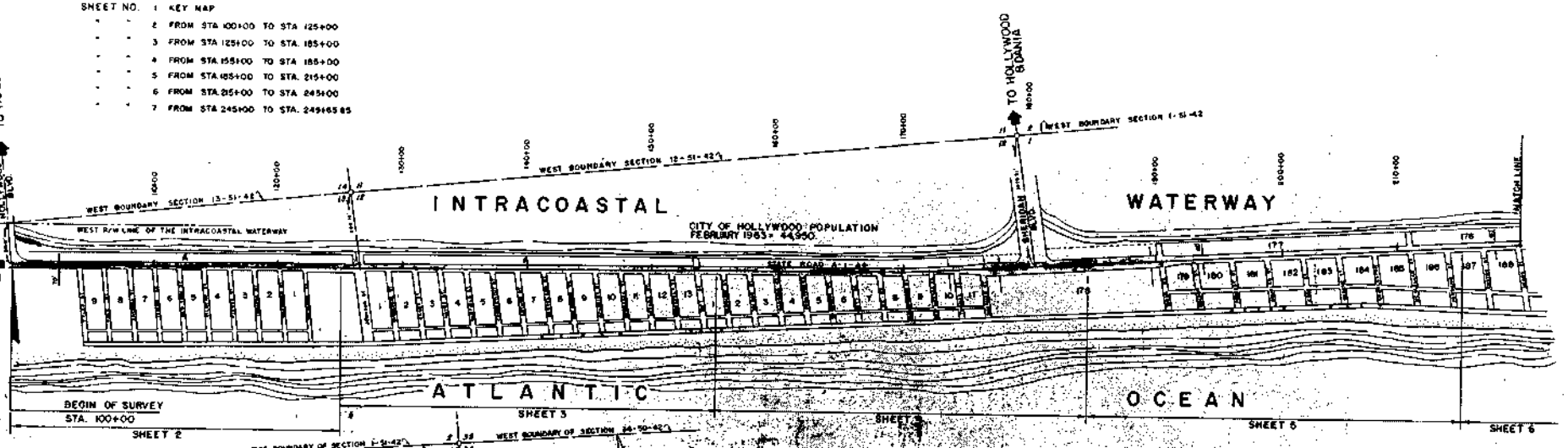
RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

92005762 R/W Book 12 Page 13

FED. ROAD DIV. NO.	STATE	PROJECT NO.	PAGE FOLD	SHEET NO.
9	FLA		63	1

INDEX OF SHEETS

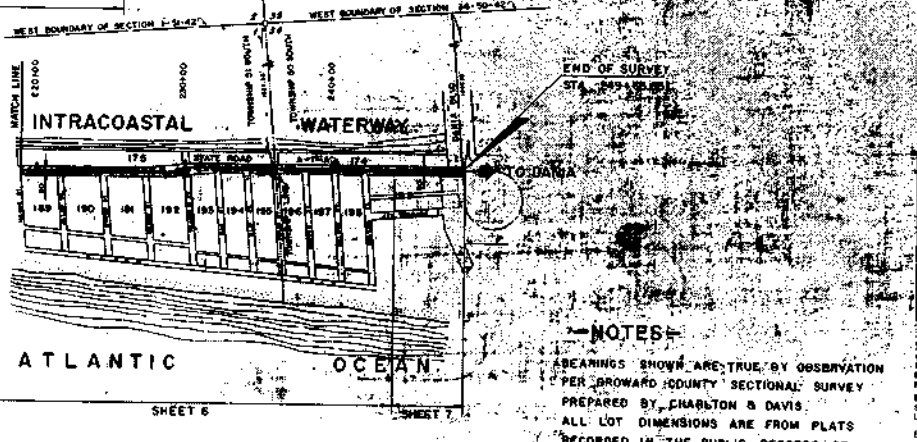
SHEET NO. 1 KEY MAP
" " 2 FROM STA 100+00 TO STA 125+00
" " 3 FROM STA 125+00 TO STA. 185+00
" " 4 FROM STA 185+00 TO STA 185+00
" " 5 FROM STA 185+00 TO STA. 215+00
" " 6 FROM STA 215+00 TO STA 245+00
" " 7 FROM STA 245+00 TO STA. 249+65.85



SECTIONS 36-1-12 & 13, TWPS. 50 & 51 SOUTH, RANGE 42 EAST

N

SCALE: 1"=400'



LENGTH OF JOB

	LIN. FEET	MILES
ROADWAY	14,965.85	2.834
BRIDGES	0.00	0.00
NET LENGTH OF JOB	14,965.85	2.834
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF JOB	14,965.85	2.834

—NOTES—

BEARINGS SHOWN ARE TRUE, BY OBSERVATION PER BROWARD COUNTY SECTIONAL SURVEY PREPARED BY CHARLTON & DAVIS.

ALL LOT DIMENSIONS ARE FROM PLATS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

NOTE:
THIS SURVEY WAS PREPARED FOR THE PURPOSE OF ESTABLISHING THE EXISTING RIGHT-OF-WAY LINE.

⊕ DENOTES LOCATION OF PERMANENT RIGHT-OF-WAY MARKERS (R.L./T.B.M.) THE R/W LINE WAS SET BY NEW 5/8" IRON RODS WITH 1" P.V.C. PLASTIC CAPS.

⊠ DENOTES 3"x3" STAMPED ALUMINUM PLATE IN PAVEMENT

○ DENOTES PK NAIL IN 1½" DIAMETER WASHER STAMPED L.B.#3 IN CONCRETE.

* DENOTES SPIKE NAIL (R.L.)

THE INTERSECTION IS FROM FIRST STREET TO SEBRING STREET

CERTIFICATE

WE HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THIS PLAT RIGHT-OF-WAY MAP, INCORPORATING ALL SIGNS AND DEFECTS ON THIS DRAWING ON SHEETS 1 THROUGH 4, IS TRUE, ACCURATE AND COMPLETE REPRESENTATION OF A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON APRIL 19, 1961.

WE FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR "SPECIFIC PURPOSE SURVEYS" AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

E. B. MOORHEAD & ASSOCIATES, INC.

LEO G. MAHLER
PROFESSIONAL LAND SURVEYOR, #2495
STATE OF FLORIDA

NOT VALID UNLESS EXAMINED WITH THE SURVEYOR'S SEAL

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, STATE OF FLORIDA, IN BOOK 12 PAGE 13 ON THE 5TH DAY OF JUNE, A.D. 1961.

Charlie Doyle
CLERK OF THE CIRCUIT COURT

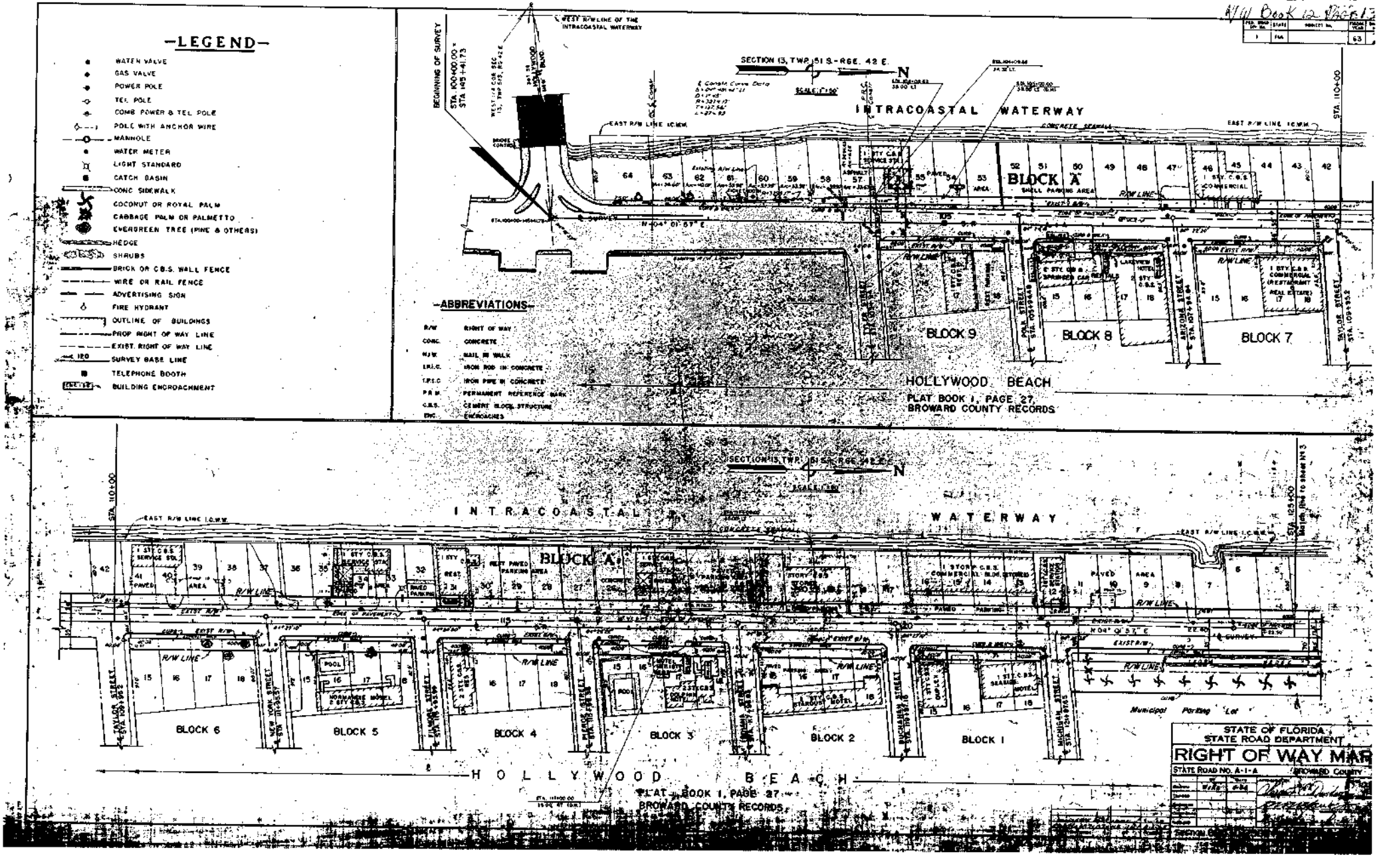
KEY MAP
STATE ROAD NO. A-1-A

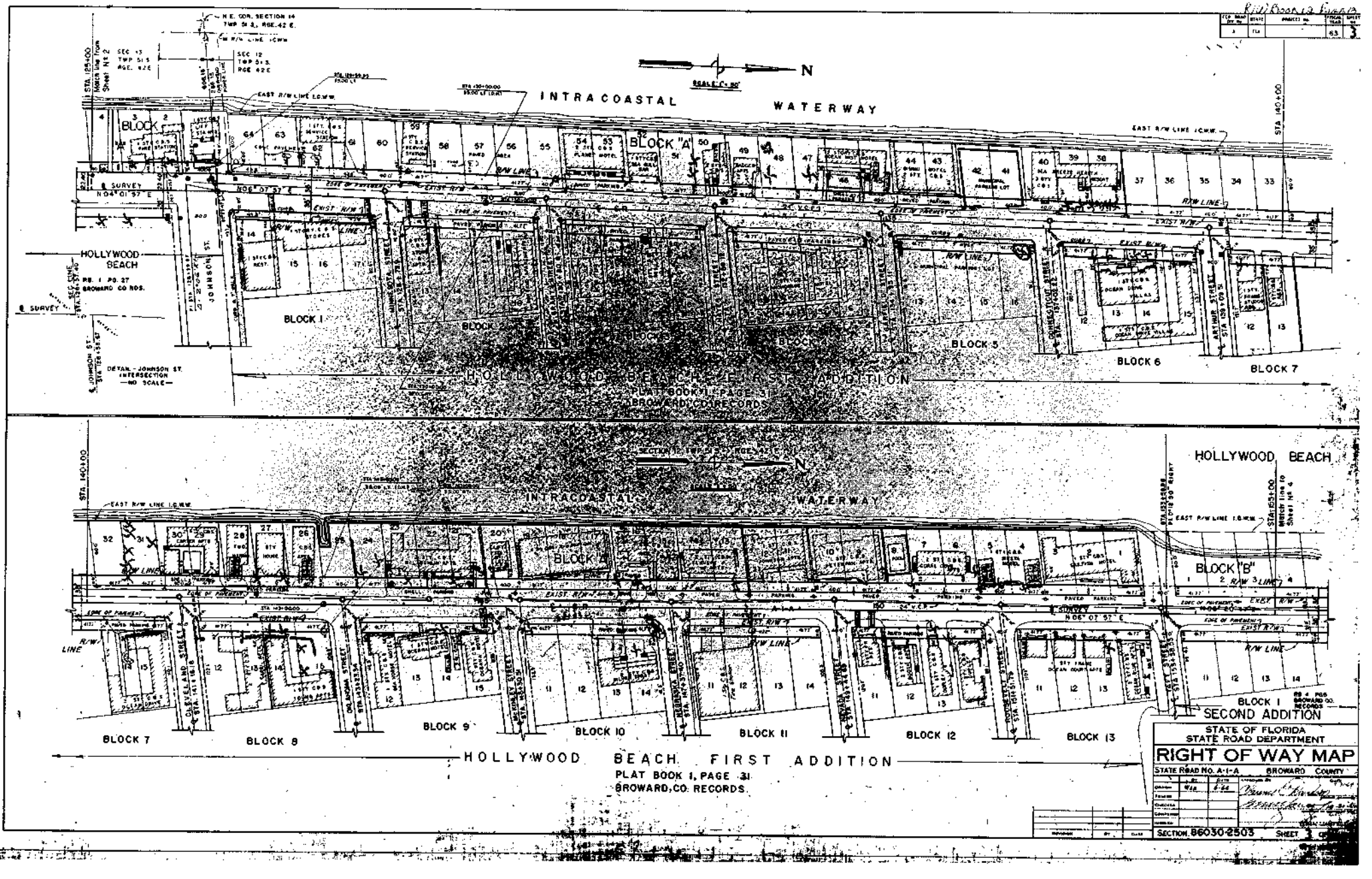
STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

STATE ROAD NO. A-1-A BROWARD COUNTY

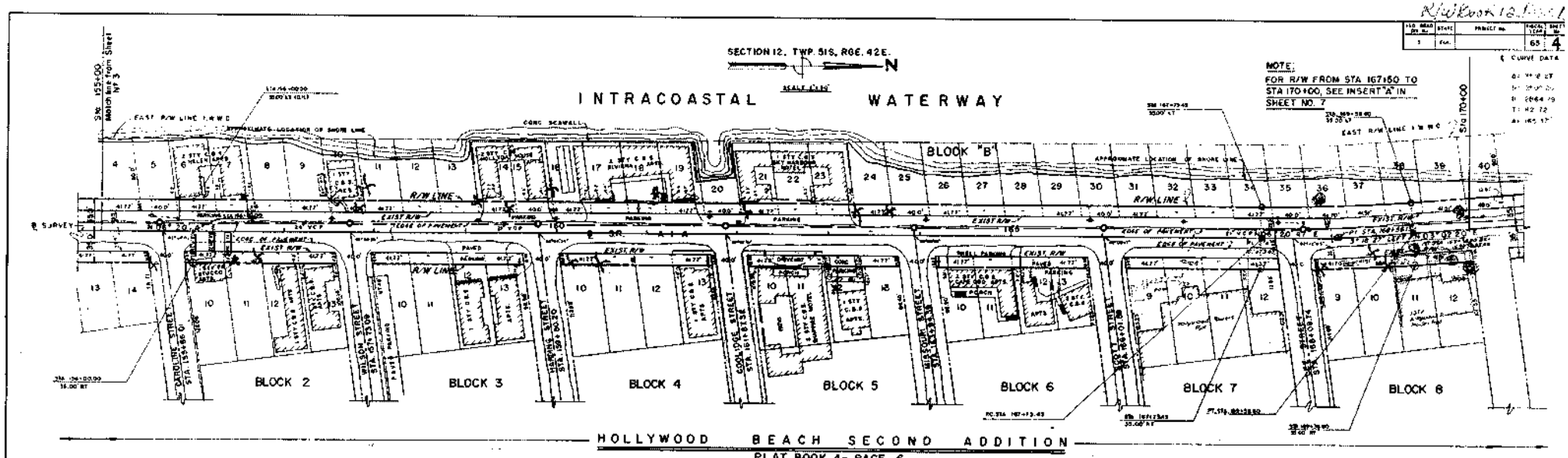
	BY	DATE
Checked		
Drawn	MAG	6-61
Traced		
Checked		
Approved		

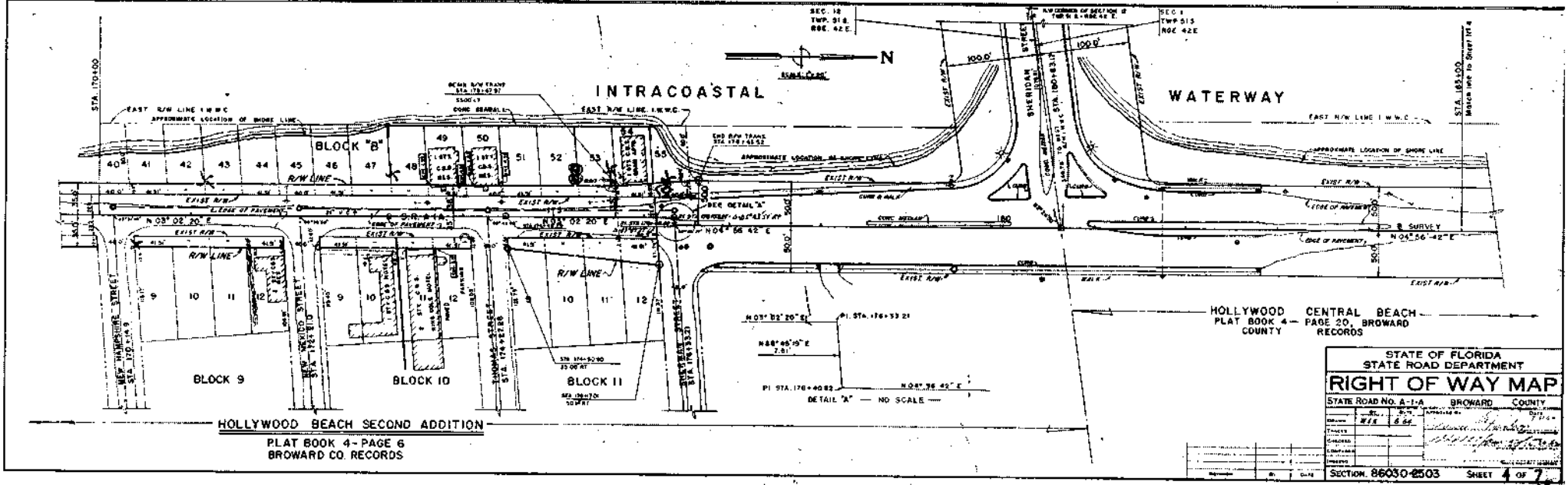

-LEGEND-
WATER VALVE
GAS VALVE
POWER POLE
TEL POLE
COMB POWER & TEL POLE
POLE WITH ANCHOR WIRE
MANHOLE
WATER METER
LIGHT STANDARD
CATCH BASIN
CONC SIDEWALK
COCONUT OR ROYAL PALM
CABBAGE PALM OR PALMETTO
EVERGREEN TREE (PINE & OTHERS)
HEDGE
SHRUBS
BRICK OR C.B.S. WALL FENCE
WIRE OR RAIL FENCE
ADVERTISING SIGN
FIRE HYDRANT
OUTLINE OF BUILDINGS
PROP RIGHT OF WAY LINE
EXIST. RIGHT OF WAY LINE
SURVEY BASE LINE
TELEPHONE BOOTH
BUILDING ENCROACHMENT
-ABBREVIATIONS-
R/W RIGHT OF WAY
CONC. CONCRETE
M.W. MAIL IN WALL
I.R.I.C. IRON ROD IN CONCRETE
I.P.I.C. IRON PIPE IN CONCRETE
P.R.M. PERMANENT REFERENCE MARK
C.B.S. CEMENT BLOCK STRUCTURE
ENC. ENCROACHES
BEGINNING OF SURVEY
STA. 100+00.00 = STA. 1+41.73
WEST R/W LINE OF THE INTRACOASTAL WATERWAY
SECTION 13, TWP. 51 S.-RGE. 42 E.
N
INTRACOASTAL WATERWAY
EAST R/W LINE I.C.W.W.
CONCRETE SEAWALL
BLOCK A
SHELL PARKING AREA
BLOCK 9
BLOCK 8
BLOCK 7
HOLLYWOOD BEACH
PLAT BOOK 1, PAGE 27
BROWARD COUNTY RECORDS
BLOCK 6
BLOCK 5
BLOCK 4
BLOCK 3
BLOCK 2
BLOCK 1
Municipal Parking Lot
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD NO. A-1-A
BROWARD COUNTY


INTRACOASTAL WATERWAY
N
SCALE 1" = 50'
BLOCK "A"
BLOCK 1
BLOCK 5
BLOCK 6
BLOCK 7
HOLLYWOOD BEACH
HOLLYWOOD BEACH FIRST ADDITION
PLAT BOOK 1, PAGE 31
BROWARD CO. RECORDS
BLOCK 4
BLOCK "B"
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
BLOCK 12
BLOCK 13
BLOCK 1
SECOND ADDITION
HOLLYWOOD BEACH FIRST ADDITION
PLAT BOOK 1, PAGE 31
BROWARD, CO. RECORDS
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD NO. A-1-A
BROWARD COUNTY
SECTION 86030-2503
SHEET 3

R/W Book 12, Page 1

FED. ROAD DIV. NO.	STATE	PROJECT NO.	PARCEL NO.	SHEET NO.
3	FLA.		65	4



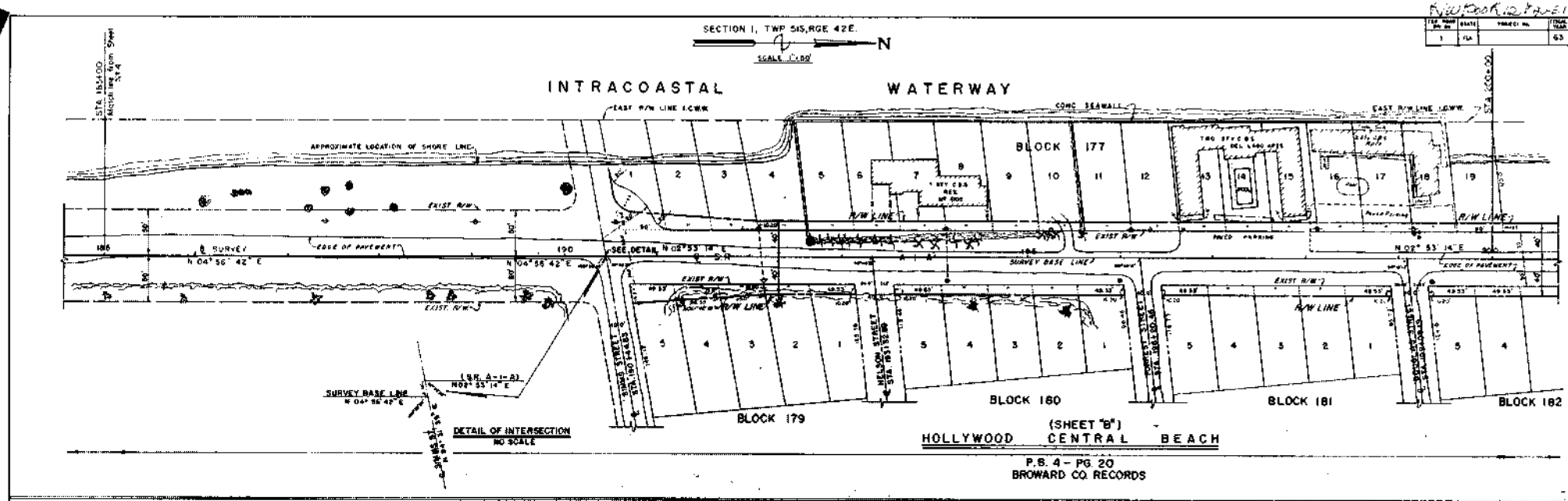


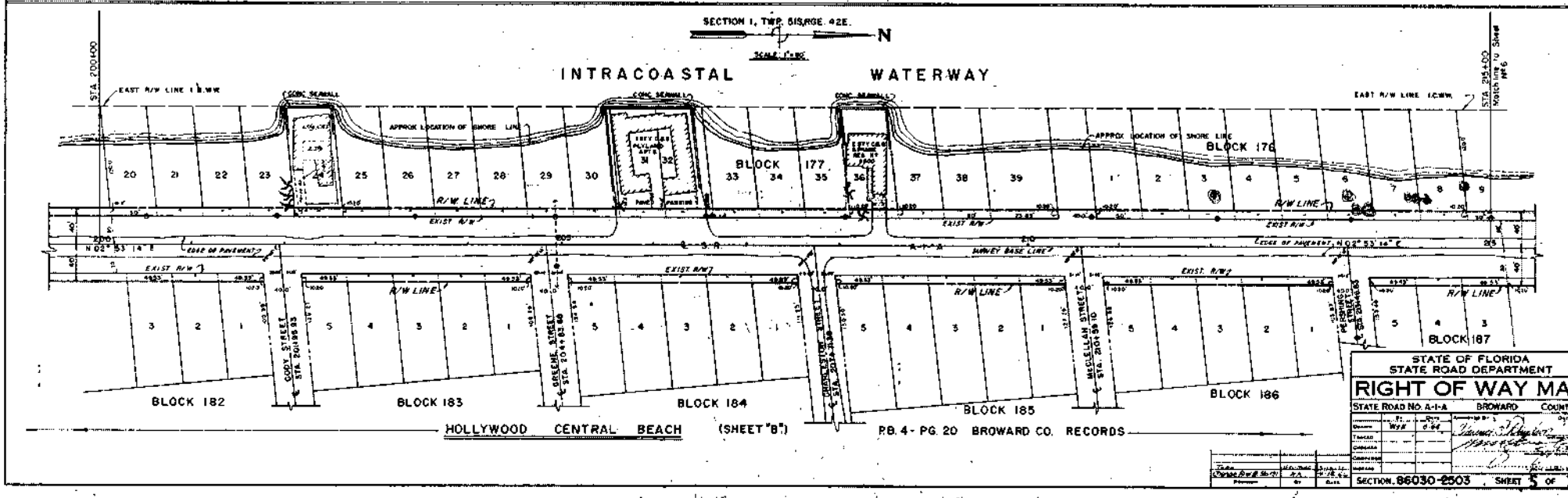
STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

STATE ROAD NO. A-1-A BROWARD COUNTY

SECTION 86030-2503 SHEET 4 OF 7





STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MA

STATE ROAD NO. A-1-A BROWARD COUNTY

SECTION 86030-2503 SHEET 5 OF 7

SECTION 1, TWP. 51 S, RGE. 42 E.

N

INTRACOASTAL WATERWAY

EAST R/W LINE (CWW)

BLOCK 176

R/W LINE

APPROXIMATE LOCATION OF SHORE LINE

EXIST R/W

EDGE OF PAVEMENT

S.R. A-1-A

SURVEY BASE LINE

N 02° 53' 14" E

BLOCK 187

BLOCK 188

BLOCK 189

BLOCK 190

BLOCK 191

BLOCK 192

HOLLYWOOD CENTRAL BEACH SHEET "8"

PLAT BOOK 4 - PAGE 20 BROWARD CO. RECORDS

NOTE:
FOR R/W FROM STA. 227+00 TO STA. 235+00 SEE INSERT "B" IN SHEET NO. 7

E CURVE DATA

Δ = 7° 49'41"
D = 2°00'00"
R = 2864.79
T = 195.40
A = 390.57

SEC. 1 TWP. 51 S. RGE. 42 E.

SEC. 36 TWP. 50 S. RGE. 42 E.

N

INTRACOASTAL WATERWAY

EAST R/W LINE (CWW)

BLOCK 176

BLOCK 175

BLOCK 174

R/W LINE

EXIST R/W

N 02° 48' 47" E

S.R. A-1-A

EDGE OF PAVEMENT

N 02° 50' 18" E

BLOCK 192

BLOCK 193

BLOCK 194

BLOCK 195

BLOCK 196

BLOCK 197

BLOCK 198

BLOCK 199

HOLLYWOOD CENTRAL BEACH SHEET "8"

PLAT BOOK 4 - PAGE 20 BROWARD CO. RECORDS

STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

STATE ROAD NO. A-1-A BROWARD COUNTY

SECTION 86030-2503 SHEET 6 OF 7

R/W Book 12 Page

SECTION 36, TWP. 50S, RGE 42E

SCALE 1"=50'

WEST BOUNDARY OF SEC 36

INTRACOASTAL WATERWAY

EAST R/W LINE IGNR

BLOCK 174

R/W LINE

EXIST R/W

N 06° 55' 18" E

S.R. A-1-A

SEE DETAIL

BLOCK 199

SURVEY BASE LINE

DETAIL OF INTERSECTION
NO SCALE

HOLLYWOOD CENTRAL BEACH
PLAT BOOK 4 - PAGE 20, BROWARD
COUNTY RECORDS

STA 245+00

Match line from Sheet 1/6

STA. 240+45.80

END OF SURVEY

DANIA BLVD

℄ CURVE DATA

BLOCK "B"
SECTION 12 TWP 51S, RGE 42E

SCALE 1"=20'

R/W

S.R. A-1-A

P.I. STA. 188+56.13
3° 18' 27" LEFT

P.T. STA. 189+58.60 BK 1
189+38.83 AH.

BLOCK 7

BLOCK 8

INSERT "A"

NEW HAMPSHIRE ST

CONC SEAWALL

BLOCK 175

SECTION 3

PORCH

EXIST R/W

ASSUMED BASE LINE

S.R. A-1-A

SURVEY BASE LINE

℄ CURVE DATA

BLOCK 192

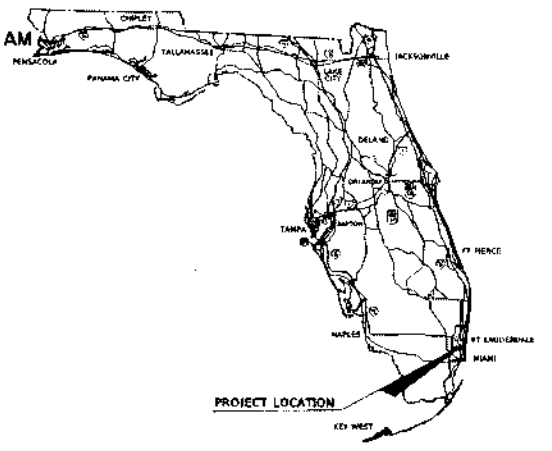
INSERT "B"

BLOCK 193

RIGHT OF

STATE

INSTR # 114118312,
Page 1 of 6
Recorded 12/27/2016 at 11:26 AM



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE MAP
SPECIFIC PURPOSE SURVEY

ITEM / SEGMENT NO. 432323-1

STATE PROJECT NO. 86030-MAINT. (1)

S.R. A1A (SOUTH OCEAN DRIVE)

BROWARD COUNTY

LENGTH: 1.88 MILES

LEGEND

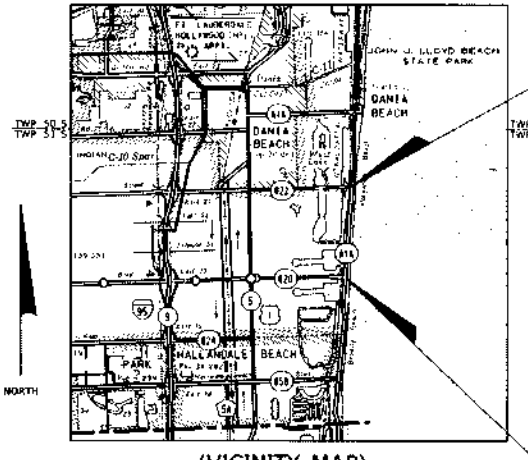
Δ	=	CENTRAL ANGLE
℄	=	BASELINE
BLVD	=	BOULEVARD
D	=	DEGREE OF CURVATURE
E	=	EASTING
EAST	=	EASTING
FED	=	FEDERAL
F.P.	=	FEDERAL PROJECT
L	=	LENGTH OF CURVATURE
L/A	=	LIMITED ACCESS
LT	=	LEFT
MAINT	=	MAINTENANCE
N	=	NORTHING
NO	=	NUMBER
P.C.	=	POINT ON CURVATURE
P.I.	=	POINT OF INTERSECTION
P.R.C.	=	POINT OF REVERSE CURVATURE
PROJ	=	PROJECT
P.T.	=	POINT OF TANGENT
R	=	RADIUS
RGE	=	RANGE
RT	=	RIGHT
R/W	=	RIGHT OF WAY
SEC	=	SECTION
ST	=	STREET
S.R.	=	STATE ROAD
STA	=	STATION
T	=	TANGENT
TWP	=	TOWNSHIP

INDEX

SHEET NO	SHEET DESCRIPTION
1	COVER SHEET
2	KEY SHEET
3-6	DETAIL SHEETS

GENERAL NOTES

1. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 1990. A BEARING OF N 09°16'21" E HAS BEEN ESTABLISHED BETWEEN POINTS HC6 AND HC7, AS SHOWN ON PROJECT SURVEY CONTROL SHEETS FM#432323-1-52-01, AS PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4 SURVEY DEPARTMENT DATED MAY 1, 2015.
2. STATIONS AND OFFSETS ARE RELATIVE TO THE BASELINE OF SURVEY UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ON THIS PROJECT ARE CALCULATED UNLESS OTHERWISE NOTED.
4. ATTENTION IS DIRECTED TO THE FACT THIS MAP MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. MAINTENANCE RIGHT OF WAY LINES SHOWN HEREON ARE INTENDED TO FOLLOW THE EXISTING BACK OF SIDEWALK.
6. TOPOGRAPHIC INFORMATION, CONTROL POINTS AND BASELINE OF SURVEY WERE PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4 SURVEY DEPARTMENT.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS, DIGITAL FILES OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



(VICINITY MAP)
SCALE: 1" = 1 MILE

SURVEYOR'S CERTIFICATION

THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURVEY LINE AND LOCATING THE LIMITS OF MAINTAINED RIGHT OF WAY AS IDENTIFIED BY THE MAINTENANCE ENGINEER FOR THE TRANSPORTATION FACILITY SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON FEBRUARY 23, 2015. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FRANK PANUAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6625
ADDRESS:
10505 NW 41 STREET
DORAL, FLORIDA 33178
(305)591-8777
DATE: December 09, 2016

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

MAINTENANCE MAP CERTIFICATION

THIS IS TO CERTIFY THAT SHEETS NUMBERED 1 TO 6, INCLUSIVE, CONSTITUTE A TRUE COPY OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP FOR A PORTION OF STATE ROAD A1A, IN BROWARD COUNTY, FLORIDA.

THE PROPERTY LABELED MAINTENANCE LINE ON SAID SHEETS HAS BEEN VESTED IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THE PROVISION OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AT FORT LAUDERDALE, FLORIDA, THIS 16 DAY OF DECEMBER, A.D. 2016.

GERRY O'REILLY, P.E.
DISTRICT SECRETARY
DEPARTMENT OF TRANSPORTATION
STATE OF FLORIDA

(ATTESTOR)

MAINTENANCE ENGINEER CERTIFICATION

THIS IS TO CERTIFY THAT THE RIGHT OF WAY LIMITS AS SHOWN ON THIS MAP WERE IDENTIFIED BY MYSELF AS HAVING BEEN MAINTAINED CONTINUOUSLY FOR FOUR (4) YEARS WITHOUT INTERRUPTION.

BY
FRANCIS LEWIS
BROWARD OPERATIONS ENGINEER
Date: DECEMBER 16, 2016

CLERK OF COURT CERTIFICATION

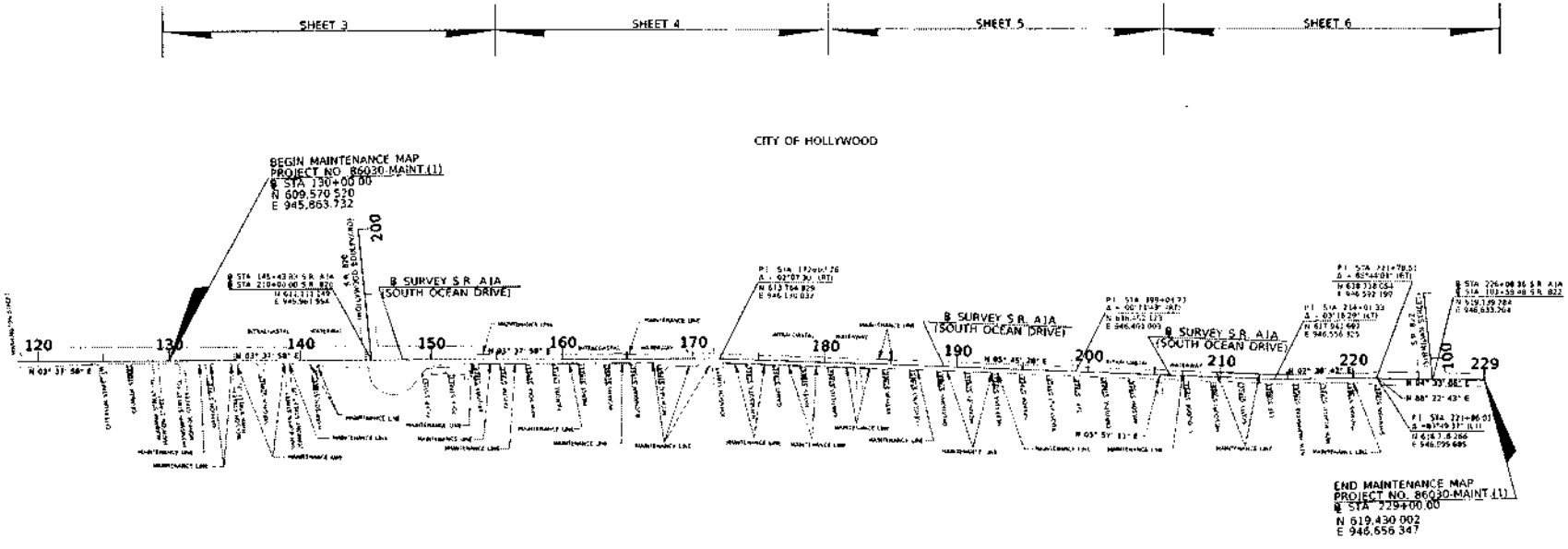
FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF BROWARD, STATE OF FLORIDA, IN ROAD PLAT BOOK 8, PAGE 197, ON THE 27TH DAY OF DECEMBER, A.D. 2016.

JEANETTE SCRUGGS
CLERK OF THE CIRCUIT COURT
BROWARD COUNTY, FLORIDA

FROM MONROE STREET TO S.R. 822 (SHERIDAN STREET)

MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	REVISION BY DATE / REVISION BY DATE / REVISION BY DATE	PRELIM / FINAL / CHECKED	BY / DATE	FED. PROJ. N/A	SECTION 86030-MAINT.(1)	MAPS PREPARED BY F.P. ALMAN / CRP 9185 / F.P. MO	DATE SCANNED / SCI ARCHIVE / SCALE AS NOTED / SHEET 1 OF 6
					STATE ROAD NO. A1A	BROWARD COUNTY		

TIMSPROJ:\RWMAPPING\86030-MAINT.(1)\MMCOVR01.DGN



KEY MAP

FROM MONROE STREET TO S.R. 822 (SHERIDAN STREET)

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	REVISION BY DATE	REVISION BY DATE	REVISION BY DATE	FED. PROJ. N/A STATE ROAD NO. A1A	SECTION 86030 MAINT (3) BROWARD COUNTY	E.P. NO. N/A	SHEET 2 OF 6

FDOT SPACE MAPPING 86030 MAINT (1) HOLLYWOOD.DGN

MISC MAP BK 8 PG 199

INSTR #114118312
Page 3 of 6

CITY OF HOLLYWOOD

BEGIN MAINTENANCE MAP
PROJECT NO. 86030-MAINT.(1)
@ STA. 130+00.00
N 609,570.520
E 945,863.732

130 135 140

℄ SURVEY S.R. A1A (SOUTH OCEAN DRIVE)

N 03° 37' 58" E

EXIST. R/W LINE

MAINTENANCE LINE

MISSISSIPPI STREET (P)
MONROE STREET

OREGON STREET

JACKSON STREET
IOWA STREET (P)

VIRGINIA STREET

VAN BUREN STREET
VERMONT STREET (P)

HARRISON STREET

CITY OF HOLLYWOOD

145 150

℄ SURVEY S.R. A1A (SOUTH OCEAN DRIVE)

N 03° 37' 58" E

EXIST. R/W LINE

EXIST. L.B.R/W LINE

MAINTENANCE LINE

S.R. 820
HOLLYWOOD BOULEVARD

ARIZONA STREET

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

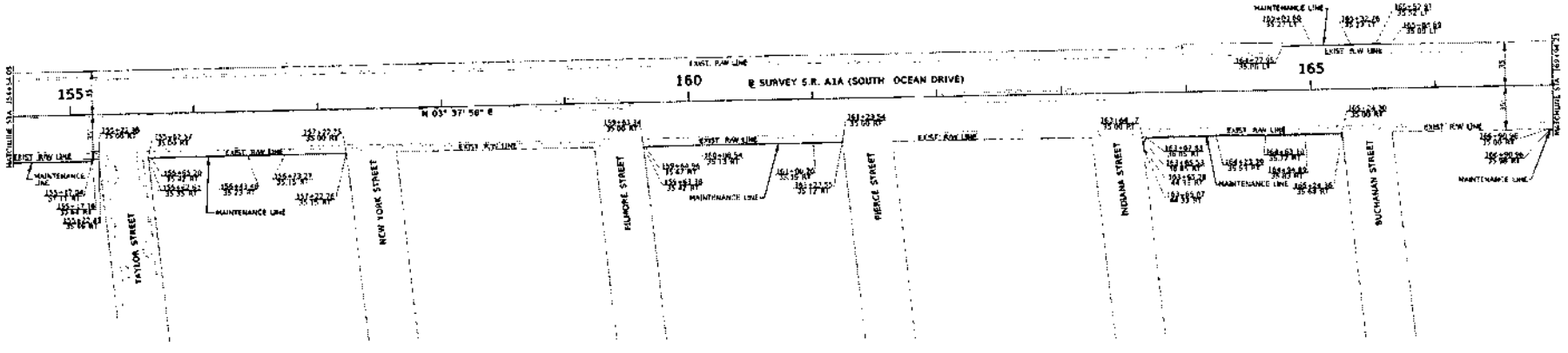
FROM MONROE ST. TO S.R. 822 (SHERIDAN STREET)

MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	FED. PROJ. N/A	SECTION 86030-MAINT. (1)		
		STATE ROAD NO. A1A	BROWARD COUNTY	F.P. NO. N/A	SHEET 3 OF 6

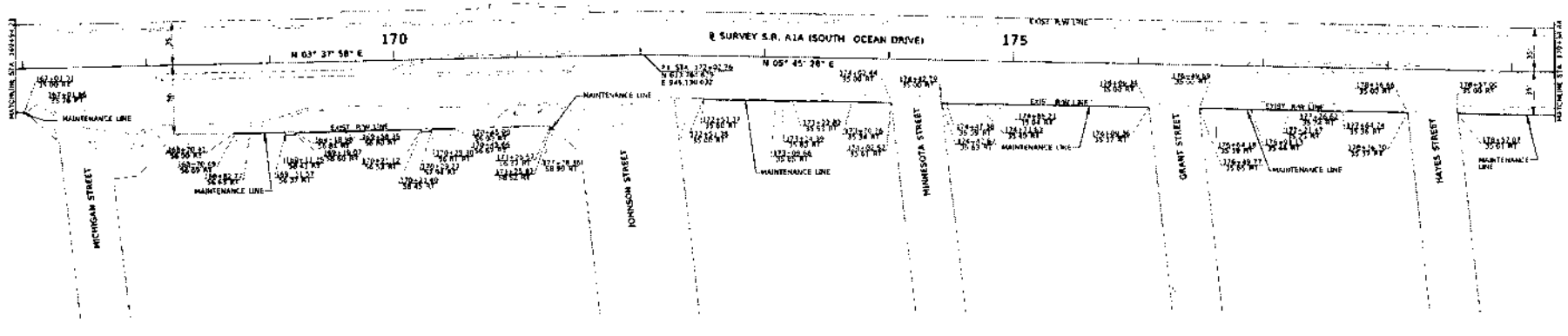
T:\MSPROJ\R\MAPPING-86030 MAINT.(1)\MNDETL03.DGN

MISC MAP BK 8 PG 200

CITY OF HOLLYWOOD



CITY OF HOLLYWOOD



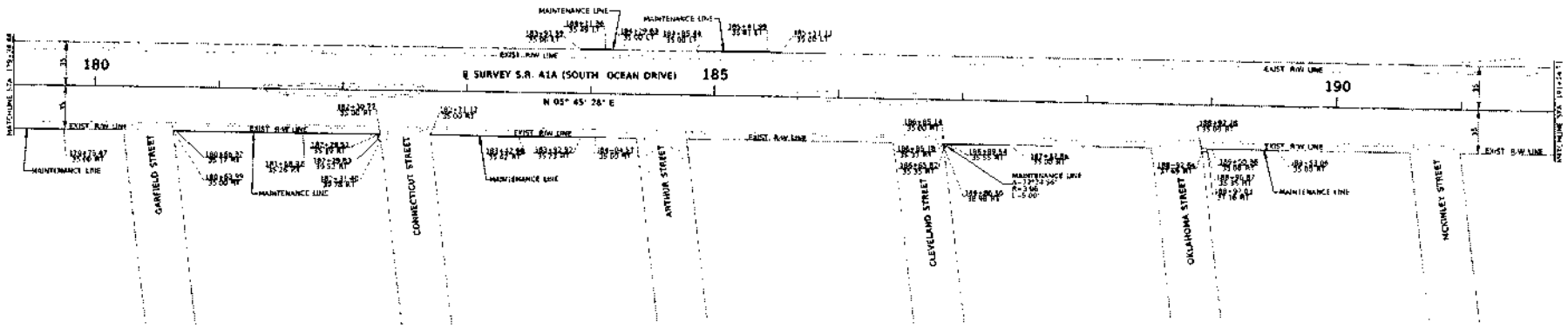
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

FROM MONROE ST. TO S.R. 822 (SHERIDAN STREET)

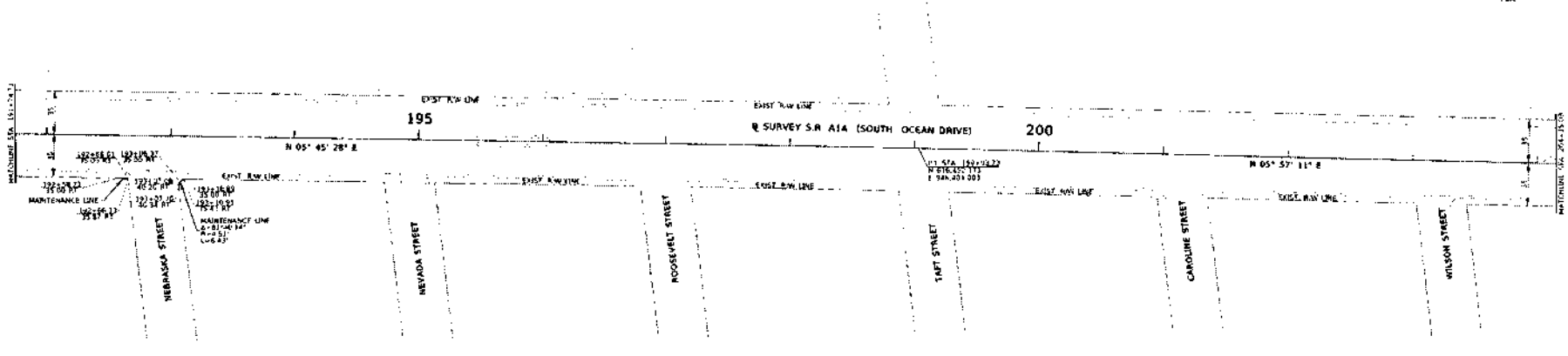
MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	FED. PROJ. N/A	SECTION 86030-MAINT. (1)	MAPS PREPARED BY	DATE SOURCE SEE SHEET 1	
		STATE ROAD NO. A1A	BROWARD COUNTY	F.P. NO. N/A	SCALE 1 = 40	SHEET 4 OF 6

T:\SHPROJ\MAPPING\86030 MAINT (1)\MNDET104.DGN

CITY OF HOLLYWOOD



CITY OF HOLLYWOOD

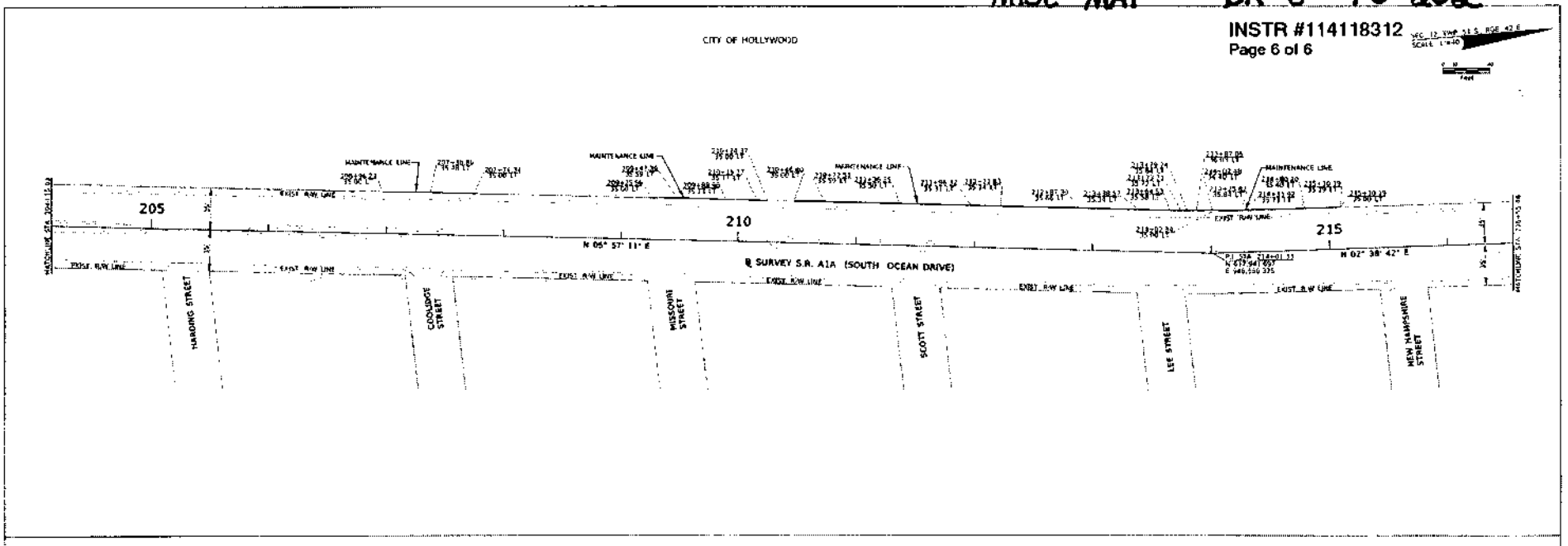


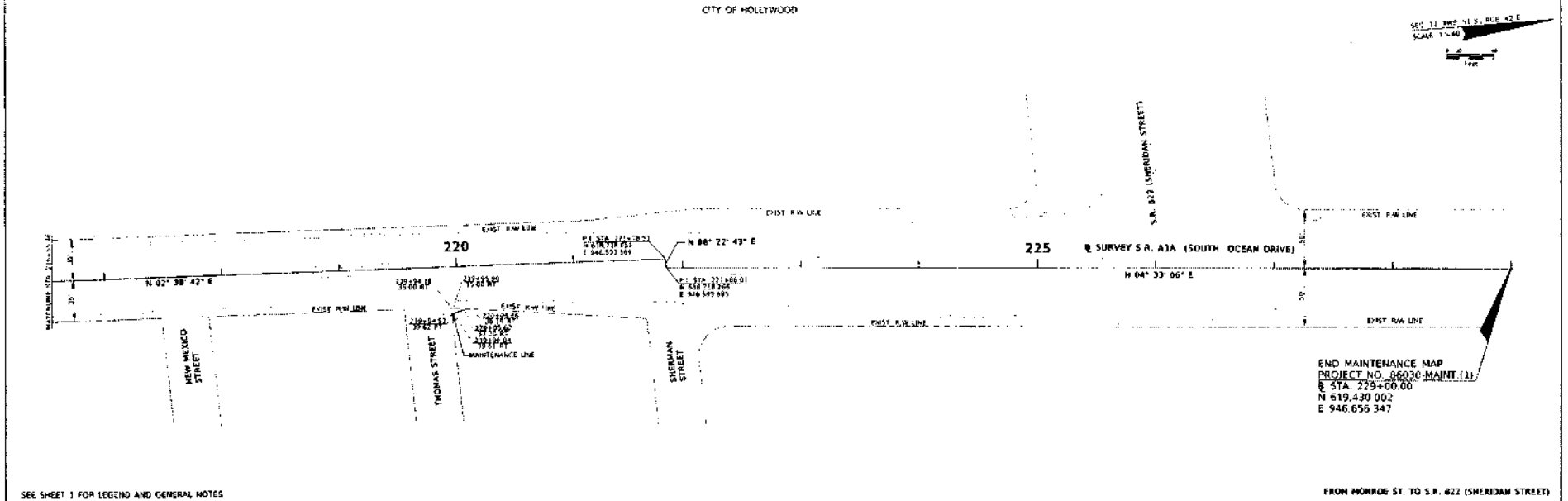
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

FROM MONROE ST. TO S.R. 822 (SHERIDAN STREET)

MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			FED. PROJ. N/A	SECTION 86030-MAINT. (1)		SHEET 5 OF 6
				STATE ROAD NO. A1A	BROWARD COUNTY	F.P. NO. N/A	

MISC MAP BK 8 PG 202





SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

FROM MONROE ST. TO S.R. 822 (SHERIDAN STREET)

MAINTENANCE MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	FED. PROJ. N/A	SECTION 86030-MAINT. (1)	MAPS PREPARED BY	DATA SOURCE
		STATE ROAD NO. A1A	BROWARD COUNTY	F.P. NO. N/A	SHEET 6 OF 6

FINSPROJ-RW\MAPPING\86030 MAINT (1)\MNDET.D4 DGN

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102168
Street Address: 2007 N OCEAN DRIVE
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 13, 14, and 15, LESS the West 12.81 feet of each lot, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Pellegrino Nachum LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See pages 2 and 3 of 5

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 5

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See pages 3 and 4 of 5

RIGHT-OF-WAY: See page 4 of 5

FOLIO NUMBER: 514212-01-1370

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 16, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102168
Street Address: 2007 N OCEAN DRIVE
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Robert Y. Larned and Irene T. Larned, husband and wife, to E. B. Wellons and Ida Mae Wellons, husband and wife, dated August 3, 1951, filed August 21, 1951, and recorded in Deed Book 743, Page 625.**

2. **Warranty Deed from Ida Mae Wellons, an unremarried widow, to George N. Collins and Gisele Collins, husband and wife, dated July 2, 1969, filed July 2, 1969, and recorded in Official Records Book 3968, Page 554.**

3. **Warranty Deed from George N. Collins and Gisele Collins, husband and wife, to Gerhard J. Bintzek and Helen M. Bintzek, husband and wife, dated February 27, 1970, filed March 2, 1970, and recorded in Official Records Book 4151, Page 768.**

4. **Warranty Deed from George N. Collins and Gisele Collins, husband and wife, to Gerhard J. Bintzek and Helen M. Bintzek, husband and wife, dated February 27, 1970, filed March 2, 1970, and recorded in Official Records Book 4151, Page 768.**

5. **Warranty Deed from Gerhard J. Bintzek and Helen M. Bintzek, husband and wife, to Oceanic Motel Apartments, Inc., a corporation existing under the laws of Florida, dated March 5, 1971, filed March 12, 1971, and recorded in Official Records Book 4445, Page 52.**

6. **Quit Claim Deed from Oceanic Motel Apartments, Inc., a corporation existing under the laws of Florida, to Martha M. Ricci, a married woman, dated September 1, 1976, filed November 18, 1976, and recorded in Official Records Book 6803, Page 116.**

7. **Warranty Deed from Martha M. Ricci, a married woman, to Nancy Davino Quinn, a married woman, dated September 1, 1977, filed September 6, 1977, and recorded in Official Records Book 7192, Page 888.**

8. **Warranty Deed from Nancy Davino Quinn, a married woman, to Ronald C. La Pointe and June C. La Pointe, husband and wife, dated December 30, 1985, filed December 31, 1985, and recorded in Official Records Book 13081, Page 905.**

9. **Warranty Deed from Ronald C. La Pointe and June C. La Pointe, his wife, to Panta Scumpia and Sara Scumpia, his wife, dated January 4, 1988, filed January 5, 1989, and recorded in Official Records Book 16091, Page 455.**

10. **Warranty Deed from Panta Scumpia and Sara Scumpia, his wife, to Peter Getejanc and Mary Getejanc, his wife, dated June 11, 1993, filed June 15, 1993, and recorded in Official Records Book 20784, Page 866.**

11. **Certificate of Title was sold to Panta Scumpia and Sara Scumpia, his wife, dated September 21, 1995, filed November 8, 1995, and recorded in Official Records Book 24122, Page 396.**

TITLE SEARCH REPORT

Search Number: 23-102168
Street Address: 2007 N OCEAN DRIVE
County: Broward

DEEDS & CONVEYANCES (cont.):

12. **Warranty Deed from Panta Scumpia and Sara Scumpia, husband and wife, to Vojin Kovacevic, dated October 20, 2000, filed October 23, 2000, and recorded in Official Records Book 30955, Page 691.**

13. **Warranty Deed from Vojin Kovacevic, to 2007 N. Ocean Drive, LLC, a Florida limited liability company, dated November 14, 2023, filed November 20, 2013, and recorded in Official Records Book 50348, Page 916.**

14. **Warranty Deed from 2007 N. Ocean Drive, LLC, a Florida limited liability company, to JW Beverly, LLC., a California limited liability company, dated December 15, 2021, filed December 20, 2021, and recorded in Instrument # 117815277.**

15. **Quitclaim Deed from JW Beverly LLC, a California limited liability company, and JW CPG Hollywood1, LLC, a Florida limited liability company, to Pellegrino Nachum LLC, a Florida limited liability company, dated March 2, 2022, filed March 22, 2022, and recorded in Instrument # 118023954.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement; Collateral Assignment of Leases, Profits and Rents, between JW CPG Hollywood1, LLC, and Pellegrino Nachum LLC, a Florida limited liability company, to Banesco USA, a State chartered bank, dated March 4, 2022, filed March 7, 2022, and recorded in Instrument # 117988007; Re-recorded Mortgage filed March 22, 2022, and recorded in Instrument # 118023955.**

2. **UCC Financing Statement Form, filed March 22, 2022, and recorded in Instrument # 118023956.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Provisions contained in the Warranty Deed filed April 21, 1925, and recorded in Deed Book 55, Page 5.**

3. **Provisions contained in the Warranty Deed filed October 3, 1925, and recorded in Deed Book 77, Page 138.**

4. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

5. **Ordinance No. 86-90 filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

6. **Perpetual Palm Tree Easement filed April 28, 1998, and recorded in Official Records Book 28117, Page 27.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102168
Street Address: 2007 N OCEAN DRIVE
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS (cont.):

7. **Perpetual Palm Tree Easement filed November 30, 1998, and recorded in Official Records Book 29028, Page 416.**

8. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

9. **Ordinance No. 2002-61, filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

10. **Easement Agreement filed April 25, 2017, and recorded in Instrument # 114342774.**

RIGHT-OF-WAY:

1. **Official Map and Survey of a portion of State Road A-1-A filed February 12, 1951, and recorded in Map Book 1, Page 38.**

2. **Official Map and Survey of a portion of State Road A-1-A filed February 15, 1965, and recorded in Map Book 6, Page 6.**

3. **Eminent Domain Proceedings in favor of Broward County commenced in Case No. 68-919.**

NAME SEARCH:

Pellegrino Nachum LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-101532
Street Address: 1750 NE 191 ST, UNIT 623-F
County: Miami-Dade

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2007 N OCEAN DRIVE, HOLLYWOOD FL 33019	ID #	5142 12 01 1370
Property Owner	JW CPG HOLLYWOOD1 LLC PELLEGRINO NACHUM LLC	Millage	0513
Mailing Address	118 S FORMOSA AVE LOS ANGELES CA 90036	Use	39-08
Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 THRU 15 LESS RD R/W BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$481,210	$3,216,110	$3,697,320	$3,697,320	
2022	$481,210	$3,216,110	$3,697,320	$3,697,320	$79,892.58
2021	$481,210	$1,507,480	$1,988,690	$1,988,690	$44,460.01

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Portability	0	0	0	0
Assessed/SOH	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$3,697,320	$3,697,320	$3,697,320	$3,697,320

Sales History

Date	Type	Price	Book/Page or CIN
3/2/2022	QCD-T	$100	**118023954**
12/6/2021	WD-Q	$4,250,000	**117815277**
11/14/2013	WD-Q	$807,500	**111942529**
10/20/2000	WD	$499,000	**30955 / 691**
11/3/1995	CET	$100	**24122 / 396**

Land Calculations

Price	Factor	Type
$45.07	10,677	SF
Adj. Bldg. S.F. (Card, Sketch)		5459
Units		13
Eff./Act. Year Built: 1981/1947		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
5459								

Real Estate Account #514212-01-1370

Owner:
JW CPG HOLLYWOOD1 LLC
PELLEGRINO NACHUM LLC

Situs:
2007 N OCEAN DR

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687343	—	0513	$0.00	**PAID** Print (PDF)

If paid by: Jan 31, 2023
Please pay: $0.00

Combined taxes and assessments: $79,892.58

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$3,697,320.00	$0.00	$3,697,320.00	$20,448.40
VOTED DEBT	0.13540	$3,697,320.00	$0.00	$3,697,320.00	$511.71
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$3,697,320.00	$0.00	$3,697,320.00	$16,456.78
CAPITAL OUTLAY	1.50000	$3,697,320.00	$0.00	$3,697,320.00	$5,545.98
VOTER APPROVED DEBT LEVY	0.18730	$3,697,320.00	$0.00	$3,697,320.00	$692.51
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P	0.03270	$3,697,320.00	$0.00	$3,697,320.00	$120.90
OKEECHOBEE BASIN	0.10260	$3,697,320.00	$0.00	$3,697,320.00	$379.35
SFWMD DISTRICT	0.09480	$3,697,320.00	$0.00	$3,697,320.00	$350.51
SOUTH BROWARD HOSPITAL	0.10100	$3,697,320.00	$0.00	$3,697,320.00	$373.43
Total Ad Valorem Taxes	**20.77520**				**$76,812.58**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$3,697,320.00	$0.00	$3,697,320.00	$1,662.79
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46660	$3,697,320.00	$0.00	$3,697,320.00	$27,606.04
DEBT SERVICE	0.68830	$3,697,320.00	$0.00	$3,697,320.00	$2,544.87
FL INLAND NAVIGATION	0.03200	$3,697,320.00	$0.00	$3,697,320.00	$118.31
Total Ad Valorem Taxes	**20.77520**				**$76,812.58**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$2,643.00
HLWD FIRE INSPECTION		$437.00
Total Non-Ad Valorem Assessments		**$3,080.00**

Parcel Details

Owner: JW CPG HOLLYWOOD1 LLC PELLEGRINO NACHUM LLC

Situs: 2007 N OCEAN DR

Account 514212-01-1370

Alternate Key 687343

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Assessed value: $3,697,320

School assessed value: $3,697,320

2022 TAX AMOUNTS

Ad valorem:	$76,812.58
Non-ad valorem:	$3,080.00
Total Discountable:	$79,892.58
Total tax:	$79,892.58

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 THRU 15 LESS RD R/W BLK 9

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Search > Account Summary

Real Estate Account #514212-01-1370

Owner:
JW CPG HOLLYWOOD1 LLC
PELLEGRINO NACHUM LLC

Situs:
2007 N OCEAN DR

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **01/31/2023** for **$78,294.73**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $78,294.73	01/31/2023	**Receipt** #WWW-22-00179053	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $42,681.61	11/05/2021	**Receipt** #WWW-21-00022980	Print (PDF)
2020					
2020 Annual Bill	$0.00	**Paid** $44,098.98	11/07/2020	**Receipt** #WWW-20-00028176	Print (PDF)
Refund		**Processed** $466.56	04/30/2021	**To** 2007 N OCEAN DRIVE	
		Paid $44,698.98			
2019					
2019 Annual Bill	$0.00	**Paid** $42,147.20	11/28/2019	**Receipt** #WWW-19-00052974	Print (PDF)
Refund		**Processed** $565.14	05/01/2020	**To** 2007 N OCEAN DRIVE LLC	
		Paid $42,147.20			
2018 Annual Bill	$0.00	**Paid** $37,087.20	11/14/2018	**Receipt** #WWW-18-00034397	Print (PDF)
2017					
2017 Annual Bill	$0.00	**Paid** $35,500.34	11/07/2017	**Receipt** #WWW-17-00018603	Print (PDF)
Refund		**Processed** $1,062.07	05/11/2018	**To** CASA PELLEGRINO BOUTIQUE HOTEL	
		Paid $35,500.34			
2016					
2016 Annual Bill	$0.00	**Paid** $32,652.31	11/10/2016	**Receipt** #WWW-16-00019397	Print (PDF)
Refund		**Processed** $1,972.39	04/07/2017	**To** 2007 N OCEAN DRIVE LLC	
		Paid $32,652.31			
2015 Annual Bill	$0.00	**Paid** $18,462.01	11/18/2015	**Receipt** #WWW-15-00032833	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $17,524.52	11/20/2014	**Receipt** #WWW-14-00050832	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $17,751.13	11/22/2013	**Receipt** #034-13-00000820	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $17,466.16	11/30/2012	**Receipt** #01A-12-00002525	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $18,002.09	01/31/2012	**Receipt** #032-11-00002295	Print (PDF)
2010					
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2010 Annual Bill	$0.00	**Paid** $20,455.40	12/31/2010	**Receipt** #01A-10-00003757	Print (PDF)
Refund		**Processed** $2,315.00	05/31/2011	**To** 83 E 7TH STREET LLC	
		Paid $20,455.40			
2009					
2009 Annual Bill	$0.00	**Paid** $23,105.04	03/24/2010	**Receipt** #LBX-09-00358583	Print (PDF)
Refund		**Processed** $2,263.77	06/22/2010	**To** KOVACEVIC,VOJIN	
		Paid $23,105.04			
2008 Annual Bill	$0.00	**Paid** $20,421.35	12/31/2008	**Receipt** #2008-7194609	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $20,374.42	11/01/2007	**Receipt** #2007-7371760	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $21,186.40	11/29/2006	**Receipt** #2006-7126384	Print (PDF)
2005					
2005 Annual Bill	$0.00	**Paid** $26,823.76	11/30/2005	**Receipt** #2005-9509736	Print (PDF)
Refund		**Processed** $4,725.46	08/16/2006	**To** 83 E 7TH STREET LLC	
		Paid $26,823.76			
2004 Annual Bill	$0.00	**Paid** $18,935.87	12/30/2004	**Receipt** #2004-9241205	Print (PDF)
Total Amount Due	**$0.00**				

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433964

743 PAGE 25

This Indenture,

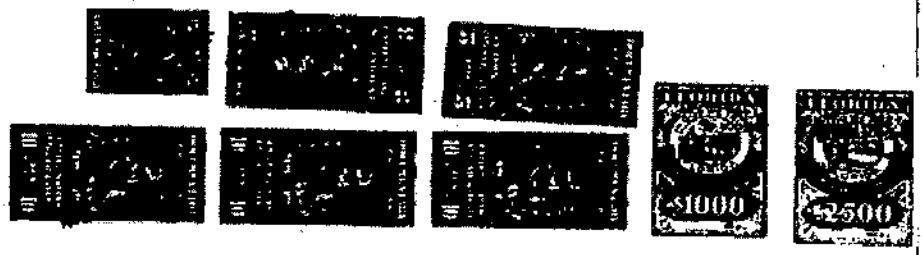
Made this 3RD *day of* August *, A. D. 19* 51.

Between ROBERT Y. LARNED and IRENE T. LARNED, husband and wife,

of the County of Leelanau *, in the State of* Michigan
part ies *of the first part, and* E. B. MELLONS and IDA MAE MELLONS, husband and wife, *whose mailing address is:* 1511 Union Avenue,
of the County of Shelby *, in the State of* Tennessee
part ies *of the second part,*

Witnesseth: *That the said part* ies *of the first part, for and in consideration of the sum of* Ten dollars and other good and valuable considerations *Dollars, to them in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained and sold to the said part* ies *of the second part,* their *heirs and assigns forever, the following described land, situate, lying and being in the County of* Broward *, State of* Florida *to-wit:*

Lots Thirteen (13), Fourteen (14) and Fifteen (15) of Block Nine (9) of [illegible], being a subdivision of part of Section Twelve (12), Township Fifty-one (51) South, Range Forty-two (42) East, according to the plat thereof recorded in Plat Book 1, page 31 of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, together with all improvements thereon, and all furniture, furnishings, and fixtures thereto contained.



And the said part ies *of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

In Witness Whereof, *The said part* ies *of the first part* have *hereunto set* their *hand* s *and seal* s *the day and year first above written.*
Signed, sealed and delivered in presence of us

(1) Viola Bardenhagen
(2) Lenna Handel

(1) Robert Y. Larned (S)
(2) Irene T. Larned (S)

DEED 743 PAGE 626

State of [illegible]
County of Leelanau

I Hereby Certify, *That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared*

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness *my hand and official seal in the County and State last aforesaid this* 3rd. *day of* [illegible] *, A. D. 19* [illegible].

Lemuel L Dalton
Notary Public.
My commission expires Dec 26, 1952

STATE OF FLORIDA
COUNTY OF BROWARD
This instrument filed for record 21 day of [illegible] and recorded in book 743 page 625 RECORD VERIFIED
TED CABOT, Clerk of the Circuit Court
By [illegible]

Warranty Deed

CREW'S FORM 6 [illegible]

To

Date

Abstract of Description

State of Florida,
County of

On this day of A. D. 19 , at o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages in the public records of Book of said County.

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.*

Clerk.

D. C.

STATE OF , COUNTY OF , SS:

And I Further Certify, *That the said*

known to me to be the wife of the said

on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness *my hand and official seal in the County and State last aforesaid this*

day of , A. D. 19 .

Notary Public.
My commission expires

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
Charles E. Paoli, Jr.
of the Law Office of
PAOLI AND PAOLI
600 Home Federal Tower
1700 Harrison Street
HOLLYWOOD, FLORIDA

69- 84136

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 1st day of July 1969 . **Between**
IDA MAE WELLONS, an unremarried widow
of the County of Broward , State of Florida , grantor*, and
GEORGE N. COLLINS and GISELE COLLINS, husband and wife
whose post office address is 2007 North Ocean Drive, Hollywood,
of the County of Broward , State of Florida , grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ---Ten Dollars ($10.00)----
----------Dollars,
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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Nine (9) of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida.

STATE OF FLORIDA DOCUMENTARY TAX PAID $65.00

STATE OF FLORIDA DOCUMENTARY TAX PAID $7.50

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Charles E. Paoli — Ida Mae Wellons (Seal)
Ellen S. Huffman — (Seal)

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

(Seal)
(Seal)

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

IDA MAE WELLONS, an unremarried widow

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of July 1969 .

Ellen S. Huffman
Notary Public

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28, 1972
BONDED THROUGH FRED W. DICKENSON

Return To:
PAOLI and PAOLI
ATTORNEYS AT LAW
BOX 129, HOLLYWOOD, FLORIDA

REC'D 1969 JUL 2 PM 3:25

REC'D 1969 JUL 30 PM 3:25

OR 554

70- 27344

Printed for Lawyers' Title Guaranty Fund,

DOCUMENTARY SUR TAX FLORIDA 42.90

STATE OF FLORIDA DOCUMENTARY STAMP TAX COMPTROLLER 264.00

This instrument was prepared by:
Charles E. Paoli, Jr.
of the Law Offices of
PAOLI AND PAOLI
600 Home Federal Towers
1720 Harrison Street
HOLLYWOOD, FLORIDA 33022

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 27th day of February 1970, **Between**

GEORGE N. COLLINS and GISELE COLLINS, husband and wife

of the County of Broward, State of Florida, grantor*, and

GERHARD J. BINTZEK and HELENE M. BINTZEK, husband and wife

whose post office address is 2007 North Ocean Drive, Hollywood,

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ---Ten Dollars ($10.00)--- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Nine (9) of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, LESS the West 12.81 feet of each lot.

Subject to restrictions, limitations and conditions of record and subject to easement for public utilities which may be of record and subject to applicable zoning ordinances and taxes for the year 1970 and subsequent years.

Subject to first mortgage in favor of Ida Mae Wellons, dated July 1st, 1969, recorded in O. R. Book 3968, Page 555, Broward County Records, in the existing principal balance of $49,081.00, which mortgage the grantees herein assume and agree to pay.

'70 MAR 2 AM 11:42

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

George N. Collins (Seal)
Gisele Collins (Seal)
(Seal)
(Seal)

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

GEORGE N. COLLINS and GISELE COLLINS, husband and wife

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 1970.

Carolina Hoelzgel
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 30, 1973

NOTARY PUBLIC STATE OF FLORIDA

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

OFF. REC. 4151 PAGE 768

RECORD AND RETURN TO
F. Dalton Kennedy, Jr.
ATTORNEY AT LAW
6806 Miramar Parkway
Miramar Hollywood, Florida 33023

WARRANTY DEED (TO CORPORATION) | OFFICIAL FORM 34 | OFFICIAL LEGAL FORMS HIALEAH, FLORIDA

285.00 / 25.85 / 71- 35216

Warranty Deed

This Instrument Was Prepared By
F. DALTON KENNEDY, JR., Attorney
8008 Miramar Parkway
West Hollywood, Florida 33023

This Indenture, *Made this* 5th *day of* March *A. D. 19* 71

BETWEEN GERHARD J. BINTZEK and HELENE M. BINTZEK, husband and wife

of the County of Broward *and State of* Florida

parties of the first part, and OCEANIC MOTEL APARTMENTS, INC. *a corporation*

existing under the laws of the State of Florida *having its principal place of*

business in the County of Broward *and State of* Florida, whose post office address is: 2007 North Ocean Drive, Hollywood, Florida,
and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
Ten ($10.00) and other good and valuable considerations------- *Dollars,*
to them *in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,* have *granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described land situate, lying and being in the County of* Broward
and State of Florida, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Nine (9) of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, LESS the West 12.81 feet of each lot.

Subject to a first mortgage in the approximate present balance of $47,422.44, and subject to a second mortgage in the approximate present balance of $24,212.74 both of which purchaser assumes and agrees to pay; and subject also to purchase money mortgage executed concurrently herewith.

Subject to restrictions, reservations, easements, limitations, and conditions of record, taxes for the current and subsequent years, zoning ordinances of record and amendments thereto.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 285.00 — FLORIDA DOCUMENTARY SURTAX 25.85

RECORD AND RETURN TO
JAMES A. CATANIA
Attorney at Law
1747 Van Buren Street
Hollywood, Florida

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of us:

F. D. Kennedy
Gilda E. Kennedy

Gerhard J. Bintzek (Seal)
Helene M. Bintzek (Seal)

71 MAR 12 AM 10:56

OFF. 4445 PAGE 32

STATE OF FLORIDA,
COUNTY OF

I Hereby Certify, *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

And I Further Certify, *That the said , known to me to be the wife of the said , on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.*

Witness *my hand and official seal at , County of and State of Florida, this day of , A. D. 19*

Notary Public, State of
My commission expires

STATE OF FLORIDA,
County of BROWARD

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

GERHARD J. BINTZEK and HELENE M. BINTZEK, husband and wife,

to me well known to be the person(s) described in and who executed the foregoing deed, and acknowledged before me that they *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* West Hollywood *County of* Broward *and State of Florida, this* 5th *day of* March *A. D. 1971*

My commission expires:

NOTARY PUBLIC

Notary Public, State of Florida at Large
MY COMMISSION EXPIRES SEPT. 20, 1973

Warranty Deed
(TO CORPORATION)

FROM

TO

RECORDED IN OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

Return

ABSTRACT OF DESCRIPTION

Filed for Record the day of 19 and recorded in the Public Records of County, Florida, in Official Records Book Page

Clerk

D.C.

OFFICIAL LEGAL FORMS, MILEAN, FLA.

OFFICIAL FORM 341

OFF. REC. 4445 PAGE 53

QUIT-CLAIM DEED FROM CORPORATION 76-291547 RAMCO FORM 42

This Quit-Claim Deed, *Executed this* 1st *day of* September *A.D. 19*76, *by*

OCEANIC MOTEL APARTMENTS, INC.,
a corporation existing under the laws of FLORIDA *and having its principal place of business at* 2007 N. Ocean Drive, Hollywood, Florida,
first party, to
MARTHA M. RICCI, a married woman,

whose postoffice address is 1920 N. 55th Avenue, Hollywood, Florida

second party.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party for and in consideration of the sum of* $ 10.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* BROWARD *State of* FLORIDA *to wit*

Lots 13, 14 and 15 in Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, FLorida; less the West 12.81 feet of each lot.

BROWARD COUNTY 37615 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE NOV 8 '76 PB 00.30

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party, forever.*

(CORPORATE SEAL)

In Witness Whereof *the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

ATTEST: Martha M. Ricci
Martha M. Ricci Secretary

OCEANIC MOTEL APARTMENTS, INC.,
a Florida corporation

By: Anthony S. Ricci
ANTHONY S. RICCI President

Signed, sealed and delivered in the presence of:

Nancy Ricci
Jos. A. Catania

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

ANTHONY S. RICCI and MARTHA M. RICCI,

well known to me to be the President and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September A.D. 1976.

NOTARY PUBLIC

My Commission Expires:

This Instrument prepared by JAMES A. CATANIA
ATTORNEY AT LAW
SUITE 510
Address 1[illegible] VAN BUREN STREET
H[illegible], FLA. 33020

CFN REC. 6803 PAGE 116

77-199766

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

JAMES A. CATANIA
Attorney at Law
1747 Van Buren St., Suite 910
HOLLYWOOD, FLORIDA 33020

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 1st day of SEPTEMBER 1977, **Between**

MARTHA M. RICCI, a married woman,

of the County of BROWARD, State of FLORIDA, grantor*, and

NANCY DAVINO QUINN, a married woman,

whose post office address is 2007 N. Ocean Drive, Hollywood,

of the County of BROWARD, State of FLORIDA, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 ---------- ($10.00) ---------- Dollars 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to-wit:

Lots 13, 14, and 15, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida; LESS the West 12.81 feet of each lot.

SUBJECT TO conditions, restrictions, reservations, easements, and limitations of record, and taxes for the year 1977 and all subsequent years.

BROWARD COUNTY 117392 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE SEP-8-'77 495.00

DOCUMENTARY STAMP TAX 85.25

'77 SEP 8 PM 3:54

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Jane A. Catania — Martha M. Ricci (Seal)
MARTHA M. RICCI, a married woman

(Seal)

(Seal)

(Seal)

OFF. REC. 7192 PAGE 853

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MARTHA M. RICCI, a married woman

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September, 19 77.

Jane A. Catania
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My commission expires July 3, 1980

(NOTARY SEAL)

WARRANTY DEED
STATUTORY
F.S. 689.02

RAMCO FORM 8 (PHOTO)

85-444955

This Indenture,

Made this 30th day of December A.D. 1985, Between
NANCY DAVIND QUINN, married, woman

of the County of Broward in the State of Florida party Y of the first part, and
RONALD C. LAFONTE and JANE C. LAFONTE, husband and wife,

of the County of Broward in the State of Florida whose post office address is
4017 N. Ocean Drive
Hollywood, Florida
party ies of the second part

Witnesseth, That the said party Y of the first part for and in consideration of the sum of
Ten dollars and other good and valuable considerations Dollars,
to her in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate and being in the County of Broward State of Florida to wit:

Lots 13, 14, and 15, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 11, of the Public Records of Broward County, Florida; less the West 12.88 feet of each lot.

SUBJECT TO: Conditions, restrictions, reservations, limitations, easements and zoning ordinances of record, if any, and taxes for the year 1986 and subsequent years.

And the said party Y of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

NANCY DAVIND QUINN (L.S.)

(L.S.)

STATE OF FLORIDA
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared
NANCY DAVIND QUINN, married,

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of December A.D. 19 85

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

NOTARY PUBLIC STATE OF Florida
MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission Expires January 17, 1987
Bonded thru Maynard Bonding Agency

This Instrument prepared by: Becky Andy
Address: Accurate Title Services, Inc.
6140 N.W. 11th Street
Sunrise, Florida 33313

Dec 31 2 27 PM '85

OFF REC 13081 PAGE 905

Return to: (enclose self-addressed stamped envelope)

Name: ARNOLD STRAUSS, Esq. 88005699

Address: 10081 Pines Blvd
Pembroke Pines, FL 33024

This Instrument Prepared by:

EILEEN S. HILL, P.A.

Address: 1060 Sunset Strip, Suite B
Sunrise, Florida 33313

Property Appraisers Parcel Identification (Folio) Number(s):

WARRANTY DEED
INDIVID. TO INDIVID.

RAMCO FORM 01

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

HOMEOWNERS TITLE COMPANY
10081 PINES BOULEVARD
SUITE C
PEMBROKE PINES, FL 33024

This Warranty Deed *Made the* 4th *day of* January *A. D.* 19 88 *by*

RONALD C. LA POINTE and JUNE C. LA POINTE, his wife

hereinafter called the grantor, to

PANTA SCUMPIA and SARA SCUMPIA, his wife,

whose postoffice address is 2007 N. Ocean Drive, Hollywood, Florida

hereinafter called the grantee:

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

Witnesseth: *That the grantor, for and in consideration of the sum of $* 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Broward *County, Florida, viz:*

Lots 13, 14, 15, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida; Less the West 12.81 feet of each lot, a/k/a the road right-Of-way

'88 JAN [illegible] PM 1 46

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of [illegible]*

BK16091PG 455

RECORDED IN [illegible]
L. A. HESTER
[illegible] ADMINISTRATOR

In Witness Whereof, *the said grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in our presence:

RONALD C. LA POINTE L.S.

JUNE C. LA POINTE L.S.

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Ronald C. LaPointe and June C. LaPointe, his wife

to me known to be the person^s described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of January A. D. 19 88.

Notary Public, State of Florida
My Commission Expires May 6, 19[illegible]
Bonded Thru Troy Fain Insurance Inc.

ENTERPRISE TITLE, LTD.
10081 Pines Blvd., Suite C
Pembroke Pines, FL 33024

93-2913B (Getejanc)

WILL CALL

93253676

Stamps $ 3080.00 Tax $ —
Documentary Intangible
RECEIVED in Broward County as required by law.
By Susan Murawsky
Deputy Clerk

WARRANTY DEED

THIS INDENTURE, made this 11th day of June, 1993, between PANTA SCUMPIA and SARA SCUMPIA, his wife, as "GRANTOR*", and PETER GETEJANC and MARY GETEJANC, his wife, whose mailing address is 2007 N. OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019, of the County of BROWARD, State of Florida, as "GRANTEE*". Grantee(s) Social Security Numbers are and , respectively.

(* "Grantor" and "Grantee" are used for singular or plural, as context requires.)

WITNESSETH that said grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid to Grantor by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in BROWARD County, Florida, to wit:

Lots 13, 14, 15, less the West 12.81 feet of each lot, a/k/a the road right of way, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.
(Tax Folio No.: 1212-01-1370)

'93 JUN 15 PM 4:02

SUBJECT TO:

1. Taxes for the year 1993 and all subsequent years.
2. Conditions, restrictions, easements, limitations and zoning ordinances of record.
3. Purchase Money Mortgage in favor of Grantors in the amount of $340,000.00
4. Any extension of the improvements beyond the property line, the title to which is not warranted.

and said grantor does hereby fully warrant the title to the said land, and will defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Maria Scumpia
Name: MARIA SCUMPIA
PLEASE PRINT

Arnold M Straus J.
Name: Arnold M Straus J.
PLEASE PRINT

Panta Scumpia (Seal)
GRANTOR'S SIGNATURE
PANTA SCUMPIA
GRANTOR'S NAME - PLEASE PRINT
2007 NORTH OCEAN DRIVE
MAILING ADDRESS
HOLLYWOOD FLORIDA 33019
CITY STATE ZIP

Arnold M Straus J
Name: Maria Scumpia
PLEASE PRINT

MARIA SCUMPIA
Name: Arnold M Straus J.
PLEASE PRINT

Sara Scumpia (Seal)
GRANTOR'S SIGNATURE
SARA SCUMPIA
GRANTOR'S NAME - PLEASE PRINT
2007 NORTH OCEAN DRIVE
MAILING ADDRESS
HOLLYWOOD FLORIDA 33019
CITY STATE ZIP

BK20784PG0866

STATE OF FLORIDA, BROWARD County ss:

The foregoing instrument was acknowledged before me this June 11th, 1993, by PANTA SCUMPIA and SARA SCUMPIA, his wife, who is personally known to me or who has produced FLORIDA DRIVER LICENSES as identification and who did take an oath.

Arnold M Straus J.
NOTARY PUBLIC

My Commission expires:

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

Name: ARNOLD M. STRAUS, JR.
MY COMMISSION EXPIRES August 21, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(SEAL)

Prepared By / Return To:
Arnold M. Straus, Jr., Esquire
Enterprise Title, Ltd.
10081 Pines Boulevard - Suite C
Pembroke Pines, Florida 33024

1 SM

4.70

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

95-492522 T#005
11-08-95 10:53AM

$ 0.70
DOCU. STAMPS-DEED

PANTA SCUMPIA and
SARA SCUMPIA, his wife

RECVD. BROWARD CTY
B. JACK OSTERHOLT
COUNTY ADMIN.

PLAINTIFF

Case No: 95-009025 (12)

VS.

PETER GETEJANC and
MARY GETEJANC, his wife

DEFENDANTS

CERTIFICATE OF TITLE

The undersigned, ROBERT E. LOCKWOOD, Clerk of the Court, certifies that he executed and filed a Certificate of Sale in this action on 21st day of September, 19 95 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

Lots 13, 14, 15 less the West 12.81 feet of each lot, a/k/a the road right of way, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

WAS SOLD TO: PANTA SCUMPIA and SARA SCUMPIA, his wife,
11344 SW 58 Court Cooper City, Florida 33330

WITNESS my hand and the Seal of the Court on 3 day of NOVEMBER, 19 95.

ROBERT E. LOCKWOOD, as Clerk

By: Evelyn S. Pattinger
Deputy Clerk

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

BK24122PG0396

FORM 1617CHF
REVISED 1104

INSTR # 100609120
OR BK 30955 PG 0691
RECORDED 10/23/2000 03:50 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 3,493.00
DEPUTY CLERK 1037

Benjamin R. Schulman, Esq.
All Florida Title & Escrow Co.
4330 Sheridan St., #202-B
Hollywood, Florida 33021

Prepared By ~~and Return To~~:
Michael J. Eisler, Esquire
STRAUS & EISLER, P.A.
10081 Pines Boulevard - Suite C
Pembroke Pines, Florida 33024
Telephone: (954) 431-2000
File Number: 00-3018B

WARRANTY DEED

THIS INDENTURE, made this 20th day of October, 2000, between PANTA SCUMPIA and SARA SCUMPIA, husband and wife, as "GRANTOR*", and VOJIN KOVACEVIC, whose mailing address is 98 E 7th St New York, NY 10009, as "GRANTEE*".
~~Grantee's Social Security Number is~~ [redacted].

(* "Grantor" and "Grantee" are used for singular or plural, as context requires.)

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to Grantor by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lots 13, 14, 15 less the West 12.81 feet of each lot, a/k/a the road right of way, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

(Tax Folio No.: 1212-01-1370)

SUBJECT TO:

1. Taxes for the year 2000 and all subsequent years.
2. Conditions, restrictions, easements, limitations and zoning ordinances of record.
3. Purchase Money First Mortgage of even date herewith in the amount of $289,000.00.

and said Grantor does hereby fully warrant the title to the said land, and will defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature [signature]
Michael J. Eisler
(Printed Name)

Signature [signature]
Benjamin R. Schulman
(Printed Name)

[signature] (Seal)
GRANTOR'S SIGNATURE
PANTA SCUMPIA
GRANTOR'S NAME - PLEASE PRINT

11344 S.W. 58th Court
MAILING ADDRESS
Cooper City, Florida 33330-4521
CITY STATE ZIP

Signature [signature]
Michael J. Eisler
(Printed Name)

Signature [signature]
Benjamin R. Schulman
(Printed Name)

[signature] (Seal)
GRANTOR'S SIGNATURE
SARA SCUMPIA
GRANTOR'S NAME - PLEASE PRINT

11344 S.W. 58th Court
MAILING ADDRESS
Cooper City, Florida 33330-4521
CITY STATE ZIP

STATE OF FLORIDA, BROWARD County ss:

The foregoing instrument was acknowledged before me October 20th, 2000, by PANTA SCUMPIA and SARA SCUMPIA, husband and wife, who are personally known to me or who have produced FLA Drivers License as identification.

My Commission expires:

[signature]
NOTARY PUBLIC

Benjamin R. Schulman
(Printed Name)

Benjamin R. Schulman
Commission # CC 860319
Expires Sep. 23, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

(SEAL)

1

INSTR # 111942529, OR BK 50348 PG 916, Page 1 of 1, Recorded 11/20/2013 at 03:47 PM, Broward County Commission, Doc. D: $5652.50 Deputy Clerk 4010

This instrument was prepared by:

Stuart A. Cohen, Attorney
1601 North Flamingo Road
Pembroke Pines, FL 33028
954-436-2000; File 36-4216

Record and return to:

Ryan & Ryan, L.L.C.
Third Floor
700 East Dania Beach Boulevard
Dania Beach, Florida 33004-3090
954-920-2921; File 23023-C-RE

Property ID No: 514212-01-1370

WARRANTY DEED

THIS WARRANTY DEED made and executed this 14 day of November, 2013, by **Vojin Kovacevic**, whose post office address is 98 East 7 Street, Unit BE, New York, New York 10009-6138, hereinafter called the grantor, to **2007 N. Ocean Drive, LLC, a Florida limited liability company**, whose post office address is 1900 North Bayshore Drive, Unit 3712, Miami, Florida 33132-3020, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Broward County, State of Florida, to wit:

> Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also know as the road right of way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

Subject to: (1) Taxes for 2014 and subsequent years; (2) Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to reimpose any or all of the same; and (3) Zoning and other restrictions, prohibitions and ordinances of governmental authorities.

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

NON-HOMESTEAD: Vojin Kovacevic, after being first duly sworn on oath, deposes and says that neither the subject property, nor any property adjacent to it, constitutes the residence or homestead of either himself of any member or members of his family; and in fact, his residence and homestead is in New York, at the address that follows his name at the top of this deed.

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

Signed, sealed and delivered in our presence:

Aleksandar Topolopovacki

Phyllis PAcich

Vojin Kovacevic

STATE OF NEW YORK :
: ss :
COUNTY OF NEW YORK :

The foregoing instrument was acknowledged (and sworn to and subscribed with respect to the sworn non-homestead provision above), before me this 14 day of November, 2013, by Vojin Kovacevic (who produced a New York drivers licenses as identification.)

George M. Switnicki
I am a Notary Public of the State of New York, At Large, and my commission expires on:

December 10, 2014.

GEORGE SWITNICKI
Notary Public, State of New York
No. 01SW4627984
Qualified in Westchester County
Commission Expires Dec. 10, 2014

Prepared by:
HUGO L GARCIA, Esq.
Attorney at Law
Florida General Counsel, P.A.
3401 NW 82 AVE SUITE 360
Doral, FL 33122
305-704-2500
File Number: **21-00249**

Return to:
Landmark Abstract Agency, LLC.
207 Rockaway Turnpike
Lawrence, NY 11559
File Number: **LAAFL342**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15th day of **December, 2021** between **2007 N. OCEAN DRIVE, LLC, A FLORIDA LIMITED LIABILTIY COMPANY** whose post office address is **2740 SW 126 WAY, Miramar, FL 33027**, grantor, and **JW BEVERLY, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY** whose post office address is 1915 N Ocean Dr Hollywood FL, 33019, 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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida** to-wit:

> **LOT 13, 14 AND 15, LESS THE WEST 12.81 FEET OF EACH LOT (WHICH IS ALSO KNOWN AS THE ROAD RIGHT-OF-WAY), IN BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**
>
> **Parcel Identification Number: 514-212-01-1370**

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 20211.**

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:

Witness Name: Patrick Elmore

Witness Name: Isabel Suate

2007 N. OCEAN DRIVE, LLC, A FLORIDA LIMITED LIABILTIY COMPANY

By: _____
GIUSEPPE PELLEGRINO, Manager

State of Florida
County of BROWARD

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 6th day of December, 2021 by GIUSEPPE PELLEGRINO of 2007 N. OCEAN DRIVE, LLC, A FLORIDA LIMITED LIABILTIY COMPANY, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Patrick Elmore
Comm.#HH072764
Expires: Dec. 15, 2024
Bonded Thru Aaron Notary

Notary Public

Printed Name: Patrick Elmore

My Commission Expires: 12-15-2024

DoubleTime®

THIS INSTRUMENT WAS PREPARED BY:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence NY 11559

Tax Parcel Number: 514212-01-1370

QUITCLAIM DEED

This Quitclaim Deed made this 2 day of March, 2022, by **JW Beverly LLC, a California limited liability company,** hereinafter called the grantor, whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, an eighty percent (80%) interest to **JW CPG Hollywood1, LLC, a Florida limited liability company, whose post office address is** 118 S. Formosa Ave. Los Angeles, CA 90036 and a 20 percent (20%) interest to **Pellegrino Nachum LLC, a Florida limited liability company,** whose post office address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, **as tenants in common,** hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten Dollars ($10.00) , and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in the County of Broward and State of Florida, to wit:

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

This property is not the homestead of the Grantor(s).

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

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for 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, Grantor has executed and delivered this Quit Claim Deed under seal as of the day and year first above written. Signed, Sealed and Delivered in Our Presence:

JW Beverly LLC,
a California limited liability company

Witness Signature A.F.
Witness Printed Name Ari Friedman

Witness Signature
Witness Printed Name Ashley Marie Joshua

By: Judith Friedman
JUDITH FRIEDMAN, JW BEVERLY, LLC
Title: AUTHORIZED MEMBER

STATE OF California)
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of March 22 (year), by Judith Friedman. S/he is personally known to me [or has produced Driver license as identification] and is authorized to act on behalf of JW Beverly LLC.

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

Print Name: Ashley Marie Joshua
Notary Public, State of California
My commission expires: 9-17-24

ASHLEY MARIE JOSHUA
COMM. # 2333551
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires SEPT 17, 2024

This instrument prepared by and should be returned to:

I. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 4th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD1, LLC, a Florida limited liability company,** whose address is 118 S. Formosa Avenue, Los Angeles, California 90036 and **PELLEGRINO NACHUM LLC, a Florida limited liability company,** whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **$2,580,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property ; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing. and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: Ari Friedman

Sign: _____
Print Name: Ashley Marie Joshua

MORTGAGOR:
JW CPG HOLLYWOOD1, LLC, a Florida limited liability company

By: _____
Name: Judith Friedman
Title: Authorized Member

STATE OF CALIFORNIA)
: SS
COUNTY OF Los Angeles)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 2 day of March, 2022, appeared Judith Friedman, as Authorized Member of JW CPG HOLLYWOOD1, LLC, a Florida limited liability company, on behalf of the company, who ( ) is personally known to me or ( ) who has produced Driver license as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of California
Print Name: Ashley Marie Joshua
My Commission Expires: 9-17-24

SIGNATURES CONTINUE ON NEXT PAGE

ASHLEY MARIE JOSHUA
COMM. # 2333551
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires SEPT 17, 2024

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: Shiri Abou

Sign: _____
Print Name: MIGUEL A. BASALO

MORTGAGOR:
PELLEGRINO NACHUM LLC, a Florida limited liability company

By: _____
Name: Marc Eisenmann
Title: Manager

STATE OF FLORIDA)
: SS
COUNTY OF ~~MIAMI-DADE~~ BROWARD **)**

BEFORE ME, the undersigned authority, **by means of ☒ physical presence or ☐ online notarization**, on this 1 day of March, 2022, appeared Marc Eisenmann as Manager of PELLEGRINO NACHUM LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (X) who has produced DL as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires:

MIGUEL A BASALO
Notary Public, State of Florida
My Comm. Expires October 21, 2023
Commission No. GG980682

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

This instrument prepared by and should be returned to:

I. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

******* THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE ORDER OF RECORDING, WHERE UPON THE BORROWER IS VESTING TITLE PRIOR TO THE MORTGAGE.**
ORIGINAL MORTGAGE WAS RECORDED ON 3/7/2022 IN INSTRUMENT NO 117988007.

(Reserved for Clerk of Court)

RE-RECORD

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 4th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD1, LLC, a Florida limited liability company,** whose address is 118 S. Formosa Avenue, Los Angeles, California 90036 and **PELLEGRINO NACHUM LLC, a Florida limited liability company,** whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representa-tives and permitted assigns), and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **$2,580,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property ; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing, and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: Ari Friedman

Sign: _____
Print Name: Ashley Marie Joshua

MORTGAGOR:
JW CPG HOLLYWOOD1, LLC, a Florida limited liability company

By: _____
Name: Judith Friedman
Title: Authorized Member

STATE OF CALIFORNIA)
: SS
COUNTY OF Los Angeles)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 2 day of March, 2022, appeared Judith Friedman, as Authorized Member of JW CPG HOLLYWOOD1, LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (__) who has produced Driver license as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of California
Print Name: Ashley Marie Joshua
My Commission Expires: 9-17-24

SIGNATURES CONTINUE ON NEXT PAGE

ASHLEY MARIE JOSHUA
COMM. # 2333551
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires SEPT 17, 2024

Signed, sealed and delivered
in the presence of witnesses:

Sign:_____
Print Name: Shiri Abou

Sign:_____
Print Name: MIGUEL A. BASALO

MORTGAGOR:
PELLEGRINO NACHUM LLC, a Florida limited liability company

By:_____
Name: Marc Eisenmann
Title: Manager

STATE OF FLORIDA)
: SS
COUNTY OF ~~MIAMI-DADE~~ BROWARD **)**

BEFORE ME, the undersigned authority, **by means of ☒ physical presence or ☐ online notarization,** on this 1 day of March, 2022, appeared Marc Eisenmann as Manager of PELLEGRINO NACHUM LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (X) who has produced _____ as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name:_____
My Commission Expires:

MIGUEL A BASALO
Notary Public, State of Florida
My Comm. Expires October 21, 2023
Commission No. GG980682

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address Blaxberg@blaxgray.com

C. SEND ACKNOWLEDGEMENT TO:
Name I. Barry Blaxberg

Address 25 SE 2nd Avenue, Suite 730

City/State/Zip Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME JW CPG HOLLYWOOD1, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 118 S. Formosa Avenue	This space not available.			
MAILING ADDRESS Line Two	CITY Los Angeles	STATE CA	POSTAL CODE 90036	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME PELLEGRINO NACHUM LLC				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 3350 SW 57th Place	This space not available.			
MAILING ADDRESS Line Two	CITY Ft. Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME **BANESCO USA**, a State chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 150 Alhambra Circle, Ste. 1000	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: the collateral listed on Exhibit B, which is located on the real property more fully described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0497

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
JW CPG HOLLYWOOD1, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
BANESCO USA, a State chartered bank				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

Address: 2007 N OCEAN DRIVE, HOLLYWOOD FL, 33019
Parcel ID: 5142 12 01 1370
County: Broward
State: Florida

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

(a) all easement and other rights now or hereafter made appurtenant to the real property;
(b) all licenses (including without limitation, liquor licenses), apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);
(c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;
(d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;
(e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;
(f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;
(g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;
(h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;
(i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;
(j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;
(k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;
(l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;
(m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;
(n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;
(o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;
(p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;
(q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;
(r) all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;
(s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and
(t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/debtor.

(u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE — 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, describes as follows, to wit. Starting from the SW corner of Section twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Cals Canal; thence run northerly upon and along the East bank of the F.C.L.C. & T. Cals Canal two thousand seven hundred and two tenths (2702.2) feet to a point on the half section line of Section twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Cals Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank Chinsky Engineer
License No 872

State of Florida
Broward County } SS.

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks shown on said plat

Homeseeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

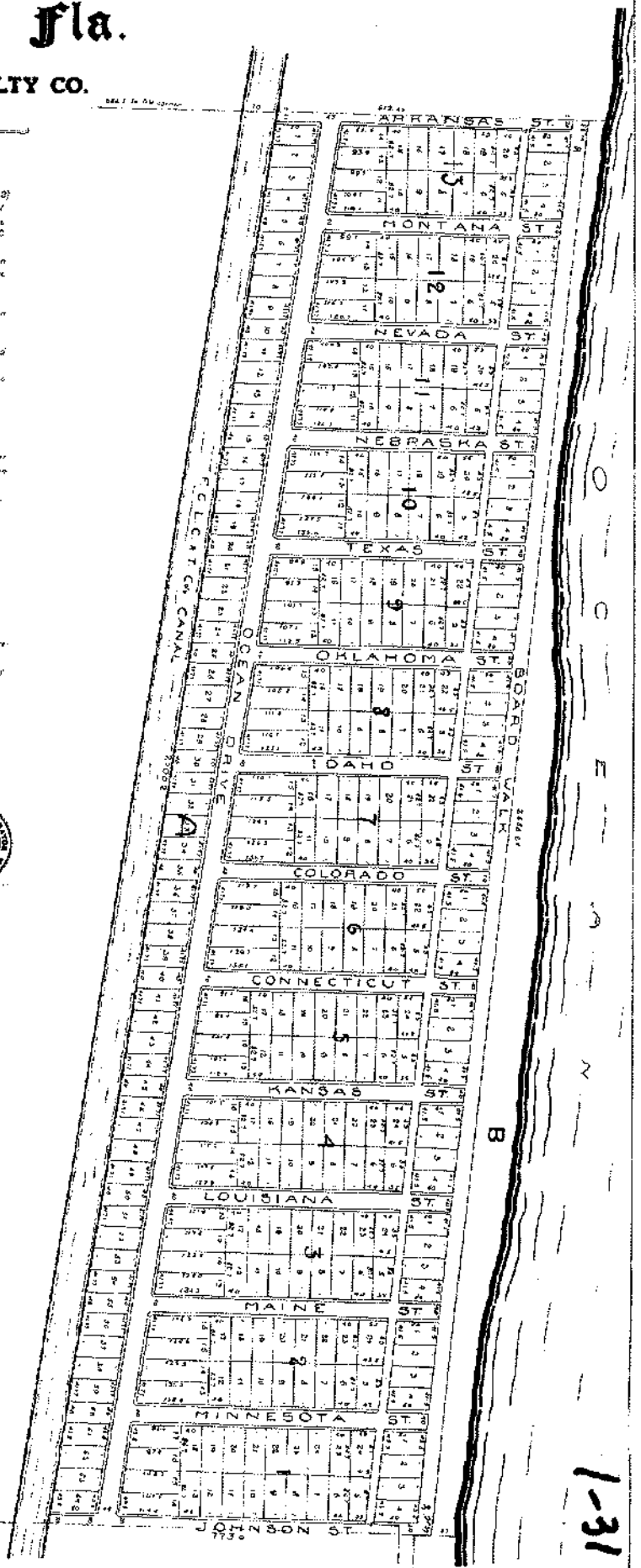
State of Florida
County of Dade } SS

I Mary Murin a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County & State this 12th day of February A D 1923.
My Commission expires on the 1st day of July 1926
Mary Murin
Notary Public

N.P. SEAL

STATE OF FLORIDA
BROWARD COUNTY
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as appears of record in Plat Book 1 Page 31
in the Public Records of said County in the City of Fort Lauderdale this 28 day of May 1957
CLERK CIRCUIT COURT, Broward County, Florida
By Lay Allen D.C.



1-31

cution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Consuelo Lee the wife of the said Joe. F. Lee on a separate and private examination take and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida the day and year last aforesaid.

(N. P. SEAL)
(REVENUE STAMP $.60)

W. G. Bateman
Notary Public for the State of Florida at Large
My Commission expires January 14, 1929

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 21st day of April 1926 and recorded in book 58 of Deeds on page 6.

RECORD VERIFIED.
Frank R. Bryan
Clerk of Circuit Court
By D. R. Bunch D. C.

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p45760

WARRANTY DEED

THIS INDENTURE, made this 24th day of March A. D. 1925 between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and John J. Fagan, of Milan, Tennessee party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars ($10.00) to it in hand paid by the said party of the second part, the receipt thereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lots Thirteen-Fourteen (13-14), Block Eleven (11)
Lots Thirteen-Fourteen (13-14), Block Ten (10)
Lots Fourteen-Fifteen (14-15), Block Nine (9)
according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION"
a subdivision of Section Twelve (12) Township Fifty-one (51)
South, Range Forty-two (42) East, recorded in the office of
the Clerk of the Circuit Court in and for Broward County,
Florida, in Plat Book 1, at Page 51, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewage pipes and to set and maintain electric light and telephone poles across the rear end of said lots is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than twenty-five hundred dollars ($2500.00) and when so used, the grantee shall forthwith provide for proper sanitary disposition of sewage.

(d) That in accepting this deed, the grantee, his heirs and assigns, agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

(CORPORATE SEAL)
ATTEST:
E. A. Young
Secretary.

HOME SEEKERS REALTY COMPANY
By J. W. Young
President.

Signed, sealed and Delivered in the presence of:
E. E. Richards
E. Gerla

STATE OF FLORIDA
COUNTY OF Dade.

I, Daniel J. Delorey a Notary Public for the State of Florida at Large HEREBY CERTIFY THAT J. N. Young and E. A. Young, both well known to me and known to me to be the President and Secretary of the ROSE ARCHERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of March A. D. 1925

(N. P. SEAL) (REVENUE STAMPS $16.00

Daniel J. Delorey
Notary Public State of Florida at Large.

My notarial commission expires on the 4th day of October A. D. 1925

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 21st day of April 1926 and recorded in book 30 of Deeds on page 5. RECORD VERIFIED.

Frank A. Vinson
Clerk of Circuit Court

By W. G. Bond D. C.

948769 QUIT-CLAIM DEED

THIS INDENTURE, Made this 11th day of April A. D. 1926 between Ethel A. Williams and S. S. Williams, her husband, of the county of Broward and state of Florida parties of the first part, and C. S. Mastic of the County of Broward and State of Florida party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part and his heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcel of land, to-wit:

Lots Nineteen (19) and Twenty (20) of Block One Hundred Twenty (120) of Waverly Place, an addition to the town of Fort Lauderdale, according to the plat thereof recorded in Plat Book No. 8 page 19, of the public records of Dade County, Florida; said lands situate, lying and being in Broward 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, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of:

E. V. Johnson — Ethel A. Williams (Seal)
D. G. Alexander — S. S. Williams (Seal)

State of Florida
County of Broward

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments S. S. Williams and Ethel A. Williams, his wife to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Ethel A. Williams known to me to be the wife of the said S. S. Williams on a separate and private examination taken and made by and me, separately and apart from her said husband, did acknowledge that she executed the foregoing deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 11 day of April A. D. 1926.

(N. P. SEAL) (REVENUE STAMP . $.50

E. G. Matthews.
Notary Public State of Florida at Large
My Commission Expires July 21st, 1926

Given under my hand and notarial seal this 7th day of October A. D. 1925.

(N. P. SEAL)
(REVENUE STAMPS $5.00)

Ruth B. Jones,
Notary Public State of Florida at Large.

My notarial commission expires on the 3rd day of June A. D. 1929.

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STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record 13th day of Oct. 1925, and recorded in book 77 of Deeds on page 137. RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court,

By [illegible] D. C.

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#64862

WARRANTY DEED.

THIS INDENTURE, made this 7th day of October A. D. 1925, between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the First part, and Carrie O. Newby, of Sheridan, Indiana party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS ($10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, her heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lot Thirteen (13), Block Nine (9) according to the plat of "HOLLYWOOD BEACH FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the Negro race shall, directly or indirectly, acquire any interest in said premises, and in the event of any violation of such covenants, title to the said premises shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than TWENTY FIVE HUNDRED Dollars ($2500.00) and when so used, the grantee shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, her heirs and assigns, agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, her heirs or assigns, shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.
(CORPORATE SEAL)
ATTEST:

Ira E. Guthrie
Secretary

Signed, Sealed and Delivered
in the presence of :

C. Barter,
John F. Shanklin

HOME SEEKERS REATY COMPANY,

By J. J. Rolf,
Vice-President.

STATE OF FLORIDA }
} SS.
COUNTY OF DADE. }

I, Ruth B. Jones, A Notary Public for the State of Florida at Large HEREBY CERTIFY that J. J. Rolf and Ira E. Guthrie, both well known to me and known to me to be the Vice-President and Secretary of theHOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of October A. D. 1925.

(N. P. SEAL) Ruth B. Jones,
Notary Public State of Florida at Large.

(REVENUE STAMP $3.00)

My Notarial commission expires on the 3rd day of June A. D. 1929.

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STATE OF FLORIDA,

COUNTY OF BROWARD

This instrument filed for record 13 day of Oct. 1925, and recorded in book 77 of Deeds on page 188. RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court.

By [signature] D. C.

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#64863

QUIT CLAIM DEED

THIS INDENTURE, Made this 23rd. day of September, A. D. 1925, between C. Fred Howe and Lucy H. Howe, his wife, of the County of Blaine and State of Idaho, party of the first part, and L. P. Swinney of the County of Fulton and State of Georgia, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Fifty Dollars ($150.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowlwedged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and his heirs and assigns forever, all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

More fully described as follows: Being Lot Ten (10) Block 320 Progresso Subdivision now part of Fort Lauderdale, Broward County, Florida,

This deed given for the purpose of Quit Claiming all my rights, title and interest that I have or may have acquired by reason of having paid taxes on the above described property.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in presence of:
G. C. Hendrickson C. Fred Howe, (Seal)
E. W. Radford.
Lucy H. Howe, (Seal)

STATE OF Idaho, } ss.
COUNTY OF Blaine }

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. Fred Howe and Lucy H. Howe to me well known to be the persons described in and who executed the foregoing instrument and has acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Lucy H. Howe wife of C. Fred Howe known to me to be the wife of the said C. Fred Howe on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she exectued the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office. 11-2-71
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:24

RE 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

28.00

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) From RC-47 Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) From RC-50 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

BK 7489 PG 391

(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

BK 7489 PG 302

inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

BK 7489 PG 393

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PG 0394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.6 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OR 7489 PG 305

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co mence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 306

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BB-2 Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

REC 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
S. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

OFF REC 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Date DEC 9 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

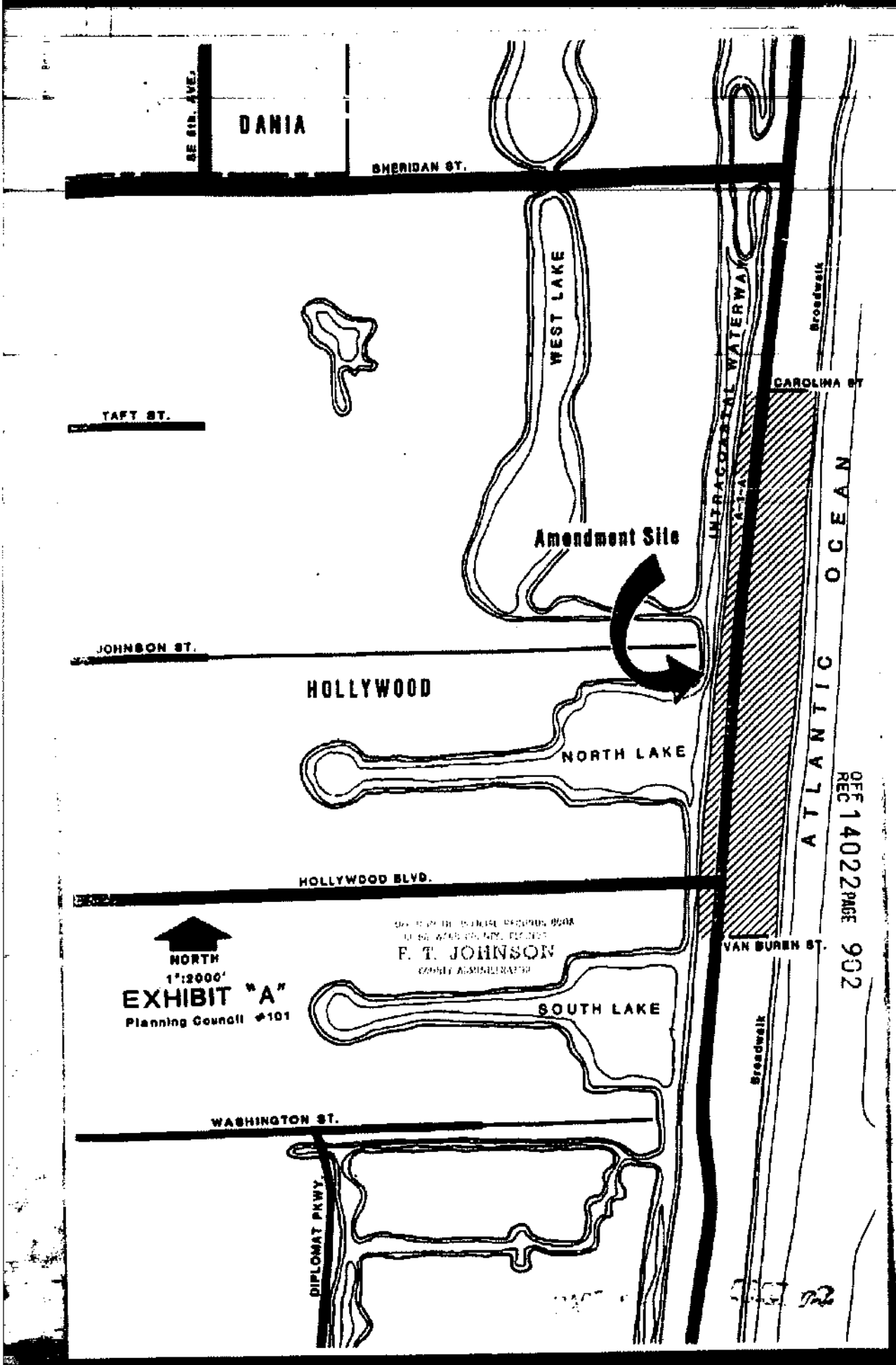
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

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Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'85 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 903

DEC 8 1986

Division of Planning

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

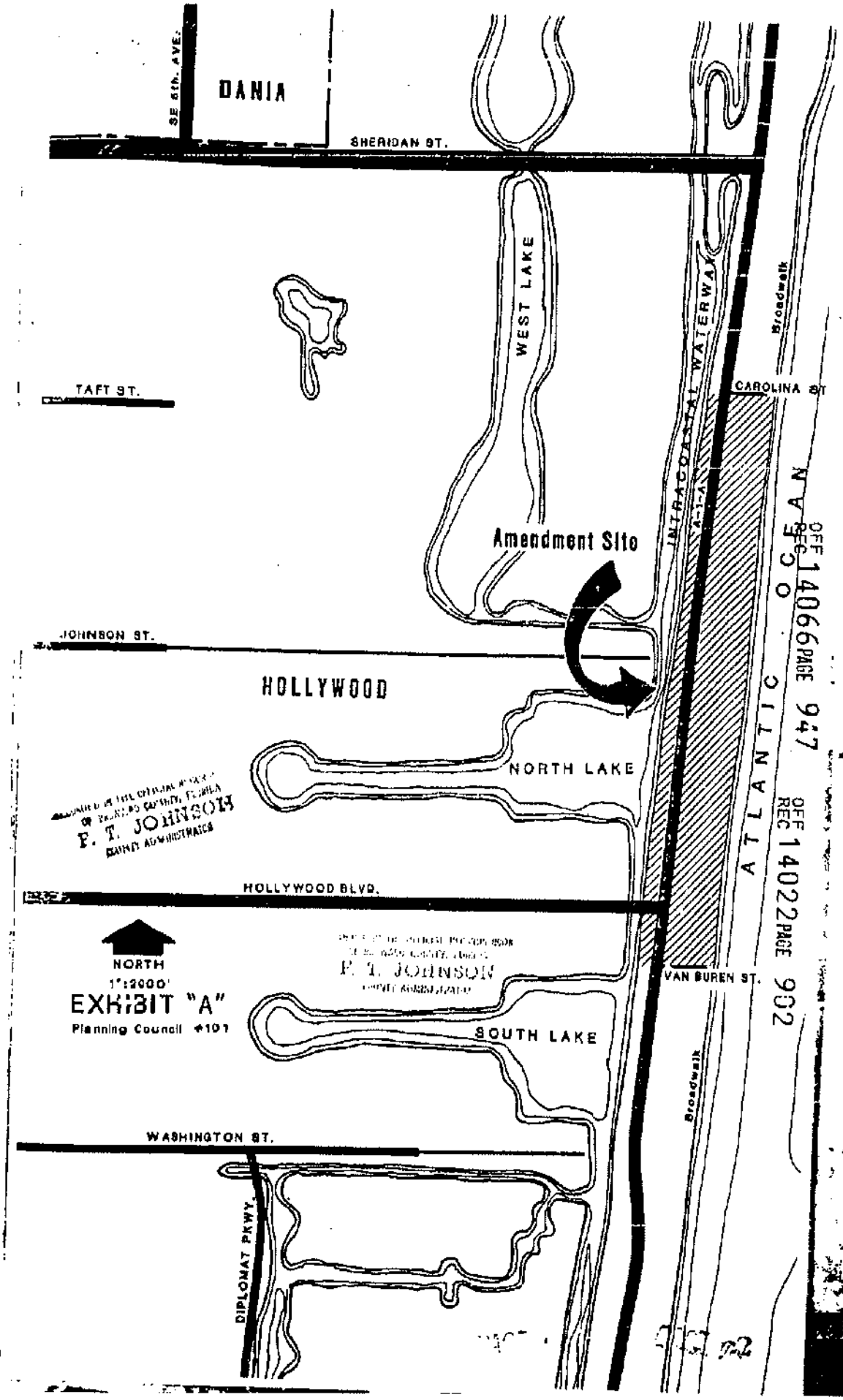
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: [illegible] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

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DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

#38

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 22nd day of April, 1998, by GINETTE Bouchard, whose mailing address is 341 OKLAHOMA ST. Hlwd. FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Madelyn Novembre
Witness
Print Name: Madelyn Novembre

Ginette Bouchard
Grantor
Print Name: GINETTE Bouchard

BK28117PG0027

Return To: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

DEFERRED ITEM
Return Document To
Business Operations

3 RA

Witness

Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this April 22, 1998, by Ginette Bernard Bouchard, who is personally known to me or has produced Florida driver's license as identification.

B 263-282-45-562-0

Madelyn November

OFFICIAL NOTARY SEAL
MADELYN NOVEMBER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC494353
MY COMMISSION EXP. SEPT 10,1999

Print Name: Madelyn November
Notary Public
Commission No: CC494353

My commission expires:

9/10/99

BK28117PG0028

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '38'

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 24.38 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

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

BK28117PG0029

EXHIBIT 'A'

98-688742 T#001
11-30-98 05:38PM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

#39-40
Tropical Bice LC

BK29028PG0416

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 18 day of November, 1998, by SARA/PANTA SCUMPIA, whose mailing address is 2007 North Ocean Dr. Hwd Fl. 33019 grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining 1 palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: SHAHKORA GOLDL

x Panta Scumpia
Grantor
Print Name: PANTA SCUMPIA

RETURN TO: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

DEFERRED ITEM
Return Document To
Business Operations

3

Witness
Print Name: BRUCE BROWAR

Witness
Print Name: SHAHODRA GOPAL

Witness
Print Name: BRUCE BROWAR

Grantor
Print Name: SARA SCUMPIA

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th November 1998, by PANTA SCUMPIA AND SARA SCUMPIA, who is personally known to me or has produced FL DRIVERS LIC & FL ID CARD as identification.

Print Name: SHAHODRA GOPAL
Notary Public
Commission No: CC 759378

My commission expires: July 14, 2002

SHAHODRA GOPAL
MY COMMISSION # CC 759378
EXPIRES: July 14, 2002
Bonded Thru Notary Public Underwriters

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

BK29028PG0418

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '39-40'

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 55.70 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

EXHIBIT 'A'

(REVISED NOV. 5, 1998)

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

INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20 01.

In consideration of the sum of One Dollar ($1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea
Witness signature

JANET D'ANDREA
Witness print name

Marion Grinke
Witness signature

MARION GRINKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone
Signature of Notary Public

Michele Anzalone
(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13964
EXPIRES AUG 26 2005
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- **HOLLYWOOD CENTRAL BEACH**, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696,Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- **HOLLYWOOD BEACH SECOND ADDITION**, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- **HOLLYWOOD BEACH FIRST ADDITION,** Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- **HOLLYWOOD BEACH,** Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- **ATLANTIC SHORES NORTH BEACH SECTION.** Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-**BEVERLY BEACH**, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-**ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD** over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- **AMENDED PLAT OF SEMINOLE BEACH**, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – **RIGHTS-OF-WAYS**

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street
Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved Date 11/12/02 #19 2pm
Submitted By Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

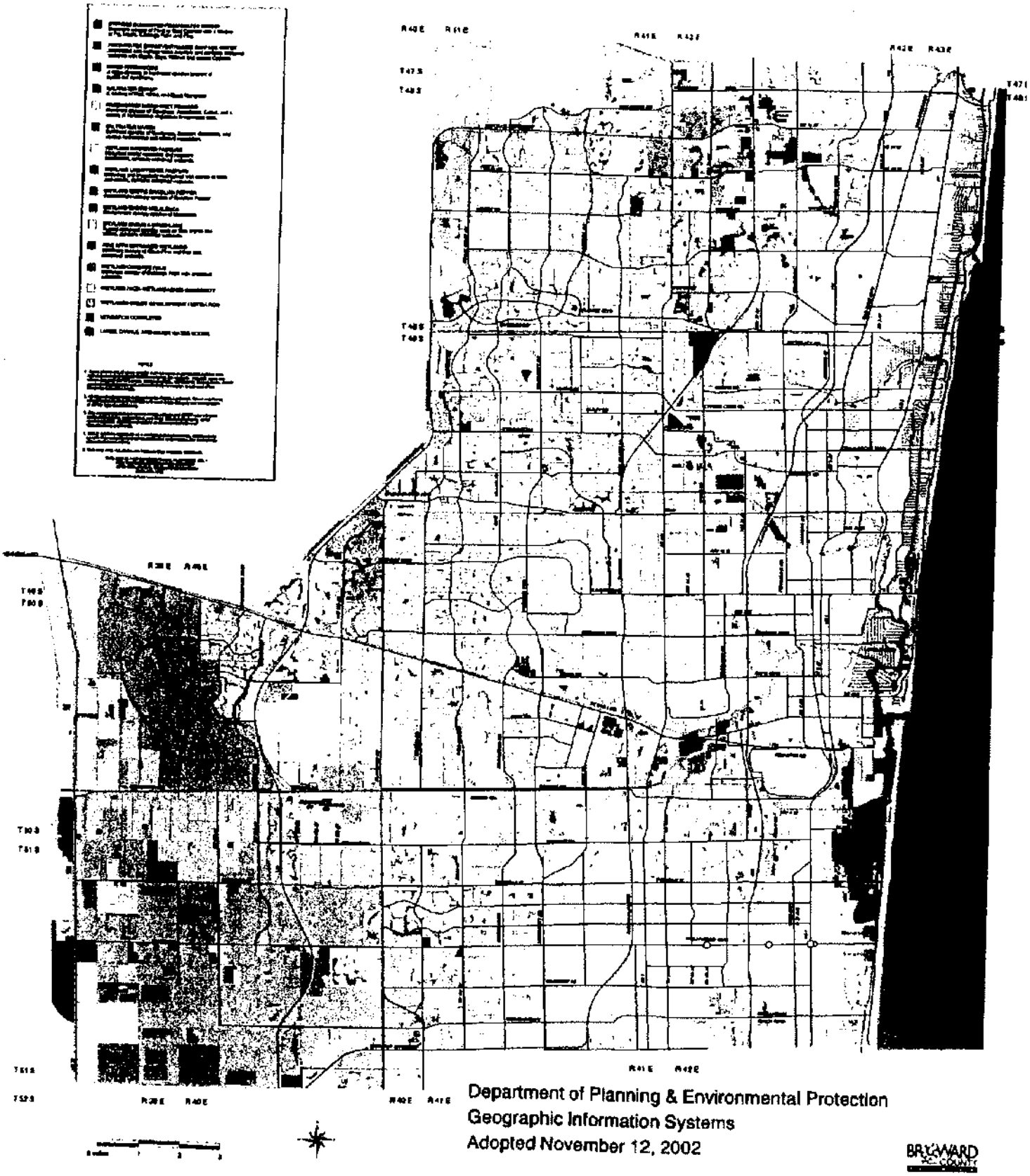
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

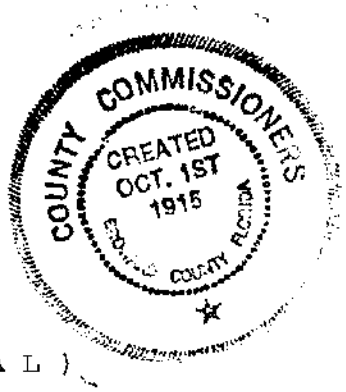
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

Contract # 332

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 29 day of December, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and 2007 N OCEAN DRIVE LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 1900 N Bayshore Dr #3712 Miami, FL 33132 ("Property Owner"), owner of the property located at 2007 N Ocean Drive, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Giuseppe Pellegrino, an authorized representative, this 29 day of December, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____ BY: _____

Phyllis Lewis, Secretary Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____

Jeffrey P. Sheffel, General Counsel

2007 N OCEAN DRIVE LLC

BY: _____

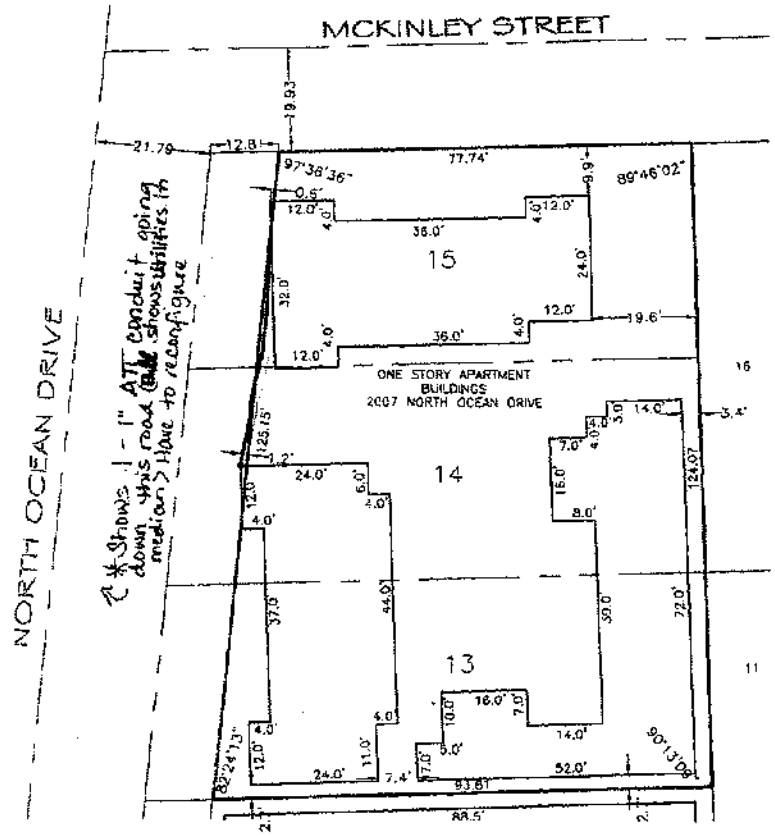
Giuseppe Pellegrino, Registered Agent

NOTARY

CARLOS EDUARDO BERMUDEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF116944
Expires 4/28/2018

DESCRIPTION:

LOTS 13,14 AND 15, LESS THE WEST 12.81 FEET FOR ROAD RIGHT-OF-WAY, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RECONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF MCKINLEY STREET.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

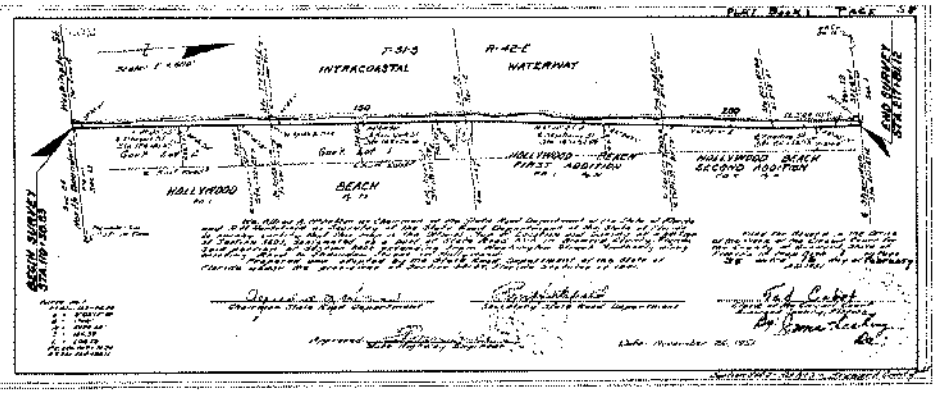
REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: 4482-78 | DATE: 3/24/15
SCALE: 1"=30' | FIELD No.
DRAWN BY: GW | CHECKED BY: SG

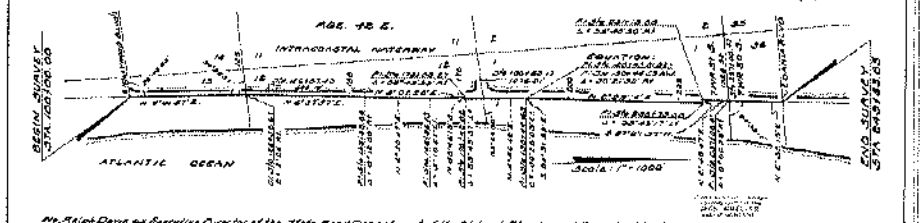
STEPHEN R. SEPLEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2181 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7066
LICENSED BUSINESS NO. 7016


T-51-S
R-42-E
INTRACOASTAL
WATERWAY
HOLLYWOOD
BEACH
HOLLYWOOD BEACH
FIRST ADDITION
HOLLYWOOD BEACH
SECOND ADDITION
BEGIN SURVEY
STA. 110+38.03
END SURVEY
STA. 117+38.12

R/W Map Book 6 Page 6

Date January 9, 1964



We, Ralph Dana, as Executive Director of the State Road Department of the State of Florida, and Eric Stockland, as Secretary of the State Road Department of the State of Florida, do hereby certify that this map is the official map of Location and Survey of re-design of Section 86020, designated as a part of State Road No. 1 in Broward County, Florida; said portion of Section 86020 extending from Hollywood Boulevard Northerly to Dania Boulevard in Section 36, Township 50 South, Range 42 East.

Prepared and adopted by the State Road Department of the State of Florida under provisions of Section 338.05, Florida Statutes of 1955.

Executive Director, State Road Department — Attest: Secretary, State Road Department — Approved: Engineer of Traffic and Way

Filed for record in the Office of the Clerk of the Circuit Court for the County of Broward State of Florida, in Map Book 6 Page 6 In Testimony Whereof I hereunto set my hand this 9th day of February A.D. 1965.

Clerk of the Circuit Court, Broward County, Florida

BK 3599

68- 18744

3599 PG 727

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR BROWARD COUNTY. CIVIL ACTION

NO. 68- 919

BROWARD COUNTY, a political subdivision of the State of Florida, Petitioner,	)	
vs.	)	LIS PENDENS
CHARLES D. SPRINGER and ELIZABETH SPRINGER, his wife, et al., Defendants.	)	

WEISSING

68 FEB 14 AM 11:08

Filed for Record
Clerk Circuit Court
Broward County, Fla.

Notice is hereby given that BROWARD COUNTY, a political subdivision of the State of Florida, as Petitioner, has this day instituted suit in the Circuit Court of the Seventeenth Judicial Circuit of Florida in and For Broward County, by filing a Petition in Eminent Domain Proceedings, against all persons, firms or corporations as follows, and all persons or parties having or claiming any interest or lien in or against the following described parcels of land in Broward County, Florida, to-wit:

RECORDED IN OFFICIAL RECORDS BOOK
68 FEB 14 AM 11:46

(a) The following persons and parties who are residents of the State of Florida, whose names and places of residence are set forth so far as ascertainable by diligent search together with the respective parcel numbers in which each is alleged to be interested:

W. H. MEEKS, JR., Broward County Tax Collector, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

U. G. FINLAYSON, Director of Finance, City of Hollywood, Administration Center, Hollywood City Hall, Hollywood, Florida. (As to interest in any parcels included herein.)

Cancel Dept.

JACK WHEELER, Clerk of the Circuit Court, Collector of Delinquent Taxes, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, c/o E. F. Weigle, President, 1909 Tyler Street, Hollywood, Florida. (Parcels 113, 130, 149, 174, 182, 202, 271, 273, 280)

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, Hollywood, Florida, c/o Thomas M. Wohl, President, 1720 Harrison Street, Hollywood, Florida. (Parcels 115, 123, 129).

THE FIRST NATIONAL BANK OF HOLLYWOOD, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcels 117, 187, 189, 272)

RALPH B. SPRINGER, JR., 1122 Polk Street, Hollywood, Florida. (Parcel 103)

JANE SPRINGER, 1122 Polk Street, Hollywood, Florida, (Parcel 103)

SPRINGER MOTOR CO., c/o Charles D. Springer, Secretary 340 N. Dixie Highway, Hollywood, Florida. (Parcel 103)

CHARLES D. SPRINGER, 1755 Tyler Street, Hollywood, Florida (Parcel 103)

ELIZABETH M. SPRINGER, 1755 Tyler Street, Hollywood, Florida. (Parcel 103)

GEORGE R. SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

LEE SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

ROBERT DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

BETH DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

SOLOMON DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106 and 107)

HARRIET DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106, 107)

FREDA DIETZ, 1026 Polk Street, Hollywood, Florida. (Parcels 106, 107)

SAMUEL DIETZ, 211 N. Ocean Drive, Hollywood, Florida. (Parcels 106, 107)

HOLLYWOOD BANK & TRUST CO., c/o Robert Anderson, President, 1900 Tyler Street, Hollywood, Florida. (Parcel 107)

LAKEVIEW BUILDING, INC., c/o Charles D. Springer, Secretary-Treasurer, 340 N. Dixie Highway, Hollywood, Florida. (Parcels 108, 109)

AMANDA BICOS, 1447 Hollywood Boulevard, Hollywood, Florida. (Parcel 111)

CATHY BICOS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

CHRISTIE POLITIS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

HELEN POLITIS, 2450 Van Buren Street, Hollywood, Florida. (Parcel 111)

JOE SONKEN, 606 N.Ocean Drive,Hollywood, Florida. (Parcel 112)

HERBERT ALLISON, 912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

VIRGINIA ALLISON,912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

JAMES J. FALDUTO, 5426 Buchanan Street, Hollywood, Florida. (Parcel 113)

MARIE HALL, 906 N. Ocean Drive,Hollywood,Florida. (Parcel 113)

COSTAS JACOMIDIS, 1305 N.31st Road, Hollywood, Florida. (Parcels 114, 115)

SARAH JACOMIDIS, 1305 N.31st Road, Hollywood,Florida(Parcels 114,115)

VINCENT CAPONE, 1014 N.Ocean Drive, Hollywood, Florida. (Parcels 115, 121)

LOUIS GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

DELLA GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

MELVIN ALGHADER, 1010 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

RUSSELL KOHUTH, 1004 N. Ocean Drive, Hollywood, Florida.(Parcel 115)

CHARLES R.THOMPSON, 1000 N.Ocean Drive, Hollywood, Florida. (Parcel 115)

A-1-A CORPORATION, c/o George L. Moxon, Resident Agent, 2801 E. Oakland Park Boulevard,Fort Lauderdale, Florida.(Parcel 116)

RONALD L. TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

DARLENE S.TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

GEORGE MENEES,319 Pierce Street,Hollywood,Florida. (Parcel 117)

DOLPHIN APARTMENTS, INC., c/o Myron Burnstein, President, Home Federal Savings Building, Hollywood, Florida. (Parcel 119)

VLADIMIR BRYLEWSKI, 915 N. Ocean Drive, Hollywood, Florida. (Parcel 120)

LONGINA BRYLEWSKI, 915 N. Ocean Drive, Hollywood, Florida. (Parcel 120)

STARDUST OF HOLLYWOOD, INC., c/o Dominic Emiliano, President, 4115 Madison Street, Hollywood, Florida. (Parcel 120)

LIFE INSURANCE COMPANY OF GEORGIA, c/o Broward Williams, Insurance Commissioner, Doyle Carlton Building, Tallahassee, Florida. (Parcel 120)

THOMAS M. WOHL, Executor of the Estate of Martin M. Wohl, Deceased, 1720 Harrison Street, Hollywood, Florida. (Parcels 122 and 132)

ALBERT C. COZENS, 313 Hays Street, Hollywood, Florida. (Parcel 124)

HELEN COZENS, 313 Hays Street, Hollywood, Florida. (Parcel 124)

H. L. ENGLEHART, 1410 N. Ocean Drive, Hollywood, Florida. (Parcel 124)

BERTHA M. ENGLEHART, 1410 N. Ocean Drive, Hollywood, Florida. (Parcel 124)

F. FRANKLIN BADGER, 1510 N. Ocean Drive, Hollywood, Florida. (Parcel 125)

A. WINIFRED BADGER, 1510 N. Ocean Drive, Hollywood, Florida. (Parcel 125)

GRACE NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale, Florida. (Parcel 125)

J. W. NICHOLSON. 151 N. W. 31st Avenue, Fort Lauderdale, Florida. (Parcel 125)

ANNIE FROSK, 1600 N. Ocean Drive, Hollywood, Florida. (Parcel 129)

BERTHA THIER, 510 - 76th Street, Miami, Florida. (Parcel 130)

JOSEPH HOELZL, 1701 N.Ocean Drive, Hollywood, Florida. (Parcels 131, 140)

ELEANORE HOELZL, 1701 N. Ocean Drive, Hollywood, Florida. (Parcels 131, 140)

ESTATE OF AMANDA MONSON, c/o W. C. Mather, Resident Agent, 1909 Tyler Street, Hollywood, Florida. (Parcels 131, 200)

VIRGINIA ALLISON, 1205 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

MARY HISLOP, 1205 N.Ocean Drive, Hollywood, Florida. (Parcel 132)

THOMAS GRANATA, 1209 N.Ocean Drive, Hollywood, Florida (Parcel 132)

MILDRED DOUGLAS, 1207 N.Ocean Drive, Hollywood, Florida. (Parcel 132)

WILLARD JENNINGS, 1211 N.Ocean Drive, Hollywood, Florida (Parcel 132)

ROBERT GRACE, 1213 N.Ocean Drive, Hollywood, Florida (Parcel 132)

SANKEN CORPORATION, c/o Joseph Perlmutter, President, 1201 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

HAROLD REINER, 1216 Johnson Street, Hollywood, Florida. (Parcel 133)

HELEN REINER, 1216 Johnson Street, Hollywood, Florida (Parcel 133)

KATINKA OZEE, as Co-Executrix of the Estate of Ella Jo Stollberg, Deceased, 1909 Harrison Street, Hollywood, Florida. (Parcel 133)

RAYMOND A. WILCOX, as Co-Executor of the Estate of Ella Jo Stollberg, Deceased, 1715 S. Surf Road, Hollywood, Florida. (Parcel 133)

EMIL HERERRA, 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MENA HERERRA. 1301 N.Ocean Drive, Hollywood, Florida. (Parcel 133)

MUNCH, INC. c/o George H. Munch, 1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

GEORGE H. MUNCH, as Trustee for MUNCH, INC , a dissolved Florida corporation, 1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1315 N. Ocean Drive, Hollywood, Florida.

HOLLYWOOD SUN & SAND CO-OP, INC., c/o Alice Eklund, Secretary, 1315 N.Ocean Drive, Hollywood, Florida. (Parcel 134)

SARL INVESTMENT CORPORATION, c/o Saul A. Geronemus, President, 825 S. E. 6th Street, Fort Lauderdale, Florida. (Parcel 135)

ATLANTIC FEDERAL SAVINGS & LOAN ASSOCIATION, c/o H. P. Green, President, 1750 E. Sunrise Boulevard, Fort Lauderdale, Florida. (Parcel 135)

JACKSON'S MINIT MARKET, INC., c/o Julian Jackson, President, Atlantic Boulevard, Jacksonville, Florida. (Parcel 135)

ROBERT HANNAN, 1926 Hollywood Boulevard, Hollywood. Florida. (Parcel 136)

ELEANOR HANNAN, 122 N. 19th Avenue, Hollywood, Florida. (Parcel 136)

ELIZABETH FORAKER, 1360 Bayview Drive, Fort Lauderdale, Florida. (Parcel 136)

HAMILTON MUTUAL REALTY FUND, INC., c/o Corporation Trust Corporation, Florida Title Building, Jacksonville, Florida. (Parcel 136)

NICHOLAS TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)

ROSE TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)

MARION HARRIS, 1515 N. Ocean Drive, Hollywood, Florida. (Parcel 139)

HELEN M. WEBER, 2400 S. Surf Road, Hollywood, Florida. (Parcel 140)

JERRY I. SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)

ELLEN SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)

ELYDIA FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)

JOHN FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)

GREATER MIAMI FEDERAL SAVINGS & LOAN ASSOCIATION, c/o Robert M. Morgan, President, 101 S. E. 2nd Avenue, Miami, Florida. (Parcel 144)

HARRIS HOUSE "A", INC., c/o Fred Grant, Sr., President 325 N. Federal Highway, Hollywood, Florida. (Parcel 145)

HARRY C. HALL, 1575 N. E. 141st Street, Miami, Florida. (Parcel 145)

ELLIOTT HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

VELMA HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

CHARLES McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale, Florida. (Parcel 146)

IDA McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale, Florida. (Parcel 146)

EDWARD H. PIERSKI, individually and as Administrator of the Estate of Frank John Wood, a/k/a Frank G. Pierski, Deceased, 2118 N. Ocean Drive, Hollywood, Florida. (Parcel 147)

FIRST NATIONAL BANK OF HOLLYWOOD, as Ancillary Administrator C.T.A. of Estate of Anna Pierski, deceased, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcel 147)

LESTER S. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

ETHEL JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

HARRY W. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

MILLIE L. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida. (Parcel 149)

MARY C. HALL, 1915 N. Ocean Drive, Hollywood, Florida. (Parcel 157)

FRED P. HUGHES, 341 Oklahoma Street, Hollywood, Florida. (Parcel 158)

BOBBE M. HUGHES, 341 Oklahoma Street, Hollywood, Florida. (Parcel 158)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, c/o William H. Walker, Jr., President, 100 N. E. 1st Avenue, Miami, Florida. (Parcel 158)

E. B. WELLONS, 2007 N. Ocean Drive, Hollywood, Florida. (Parcel 159)

IDA MAE WELLONS, 2007 N. Ocean Drive, Hollywood, Florida. (Parcel 159)

WILLIAM J. SYMS, JR., 1114 S. Lake Drive, Hollywood, Florida, and THOMAS LYNCH, 2501 Pierce Street, Hollywood, Florida, as Trustees under the Last Will and Testament of William J. Syms, Sr., deceased. (Parcel 160)

ELIZABETH V. SYMS, 919 Van Buren Street, Hollywood, Florida. (Parcel 160)

TE-MAR-JO MOTELS, INC., c/o John Bergamo, President, 2115 N. Ocean Drive, Hollywood, Florida. (Parcel 161)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY, c/o E. Thomas Wilburn, President, 301 E. Las Olas Blvd., Fort Lauderdale, Florida. (Parcels 161, 175, 181)

GEORGE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

MARY ANNE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

JOHN H. HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

EFFIE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel 161)

DELSEA DRIVE SHOP-RITE, INC., c/o Josephine Guaracini, President, 6560 N.W. 10th Street, Hollywood, Florida. (Parcel 161)

IRMA H. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida. (Parcel 167)

JAMES O. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida. (Parcel 167)

THE MIAMI BEACH FIRST NATIONAL BANK, c/o James L. Newman, Asst. Vice President, 1651 Alton Road, Miami Beach, Florida. (Parcels 169, 179)

MARY LOUISE STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale, Florida. (Parcels 169, 179)

EUGENE G. STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale, Florida. (Parcels 169, 179)

HARRY KATZ, 1011 S. 26th Ave., Hollywood, Florida (Parcels 169, 179)

JACK DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels 169, 179)

PEARL DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels 169, 179)

LAURADELL KIMMEL as resident agent for A. Arthur Sherman, Administrator of the Estate of Helen Finkelstein, deceased, 633 N. W. 28th Court, Fort Lauderdale, Florida. (Parcels 169, 179)

LEAH CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. Parcel 170)

MANUEL CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. (Parcel 170)

JOSEPH A. SALSILLE, 2800 North Ocean Drive, Hollywood, Florida. (Parcels 174, 183)

JENNIE SALSILLE, 2800 North Ocean Drive, Hollywood, Florida. (Parcels 174, 183)

HAZEL LOGAN, 2900 North Ocean Drive, Hollywood, Florida. (Parcels 175, 177)

R. R. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida. (Parcels 178, 191)

LEAH M. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida. (Parcels 178, 191)

MARY P. COCCIA, 321 Wilson Street, Hollywood, Florida. (Parcel 181)

ESTHER DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach, Florida. (Parcel 182)

EDWARD DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach, Florida. (Parcel 182)

HARRY L. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers, Florida 33903. (Parcel 183)

ELEANOR A. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers, Florida 33903. (Parcel 183)

HARRY A. FRIEDMAN, 330 Coolidge Street, Hollywood, Florida. (Parcel 184)

LENA FRIEDMAN, 330 Coolidge Street, Hollywood, Florida. (Parcel 184)

CITY NATIONAL BANK OF MIAMI, c/o Michael Franco, President, 25 West Flagler Street, Miami, Florida. (Parcel 184)

PARD DEVELOPERS, INC., c/o Ben Salter, President, 2429 Hollywood Boulevard, Hollywood, Florida. (Parcel 190)

CYRUS R. DREW, 3418 North Ocean Drive, Hollywood, Florida. (Parcel 197)

VIRGINIA A. DREW, 3418 North Ocean Drive, Hollywood, Florida. (Parcel 197)

JOHN S. A. MONSON, RUDOLPH F. A. MONSON and NORE S. MONSON, as Executors of the Estate of AMANDA S. MONSON, Deceased, c/o W. C. Mather, 1909 Tyler Street, Hollywood, Florida. (Parcel 200)

REGINA T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)

JAMES T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)

BANK OF HALLANDALE, c/o H. E. Shaw, President, 801 East Beach Boulevard, Hallandale, Florida. (Parcel 202)

EDGAR H. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)

RUTH E. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)

TARA HALL CONDOMINIUM, INC., c/o Daniel T. Tomasulo, Secretary, Apt. 2, 2100 North Ocean Drive, Hollywood, Florida. (Parcel 271)

ROBERT SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

RUTH SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

CLEM LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DORIS JANE LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

WILLIAM M. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

BURNADETTE E. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

DANIEL T. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DOROTHY M. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

WALTER W. SIEVERS, 720 S. South Lake Drive, Hollywood, Florida. (Parcel 271)

MICHAEL B. BOWLER, Apt. 10, 2106 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DOLPHIN ASSOCIATES, INC., c/o Richard A. Sarver, President, 341 Fillmore Street, Hollywood, Florida. (Parcel 272)

THE DANIA BANK, c/o Leonard Miller, President, 255 E. Dania Beach Boulevard, Dania, Florida. (Parcel 272)

GOLDEN CREST DEVELOPMENT COMPANY, INC., c/o Louis P. Vittali, President, 333 Oklahoma Street, Hollywood, Florida. (Parcel 273)

ROY H. RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida (Parcel 280)

MARCELLA RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida. (Parcel 280)

HELEN R. HOFFMAN, 600 Hibiscus Drive, Golden Isle, Hallandale, Florida. (Parcel 280)

(b) The following persons and parties who are believed to be non-residents of the State of Florida, and whose last known places of residence are as set forth below, so far as ascertainable by diligent search and inquiry, and all persons claiming by, through and under them together with the respective parcel numbers in which each is alleged to be interested:

G. B. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park, 42, Illinois, 60642. (Parcel 105)

HELEN P. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park 42, Illinois, 60642. (Parcel 105)

GRAHAM C. SEMMENS, 1723 - 12th Avenue, N.W., Calgary, Province of Alberta, Canada. (Parcel 121)

NANCY H. SEMMENS, 1723 - 12th Avenue N.W., Calgary, Province of Alberta, Canada. (Parcel 121)

HENRY H. BRUSMAN, P. O. Box 187, Vandalia, Ohio. (Parcel 123)

FELIX J. MIODUCKI, 117 E. Parade Avenue, Buffalo, New York. (Parcel 130)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1805 Lin-Lor-Lane, Elgin, Illinois 60120 (Parcel 134)

THOMAS T. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)

MARGARET E. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)

JULIUS C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)

BEATRICE WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)

HERMAN C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)

IDA WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)

CHESTER PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)

ADELINE PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)

DOROTHY F. HINCHCLIFF, Executrix of the Estate of Alfred W. Hinchcliff. Deceased, 17495 Royalton Road, Strongsville, Ohio. (Parcel 187)

NEW YORK BANK FOR SAVINGS, c/o Alfred S. Mills, President, 280 Park Avenue, New York, New York. (Parcel 190)

EMIL JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)

AGNES K. JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)

JOSEPH J. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)

MARTHA E. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)

SELMA SCHWARTZ, Apt. 17-B, 3270 North Lake Shore Drive, Chicago, Illinois 60600. (Parcel 196)

DORA ROSENBERG, Apt. 17-B, 3270 Lake Shore Drive, Chicago, Illinois 60600. (Parcel 198)

RUDOLPH PASQUALONI, 819 Chapel Street, New Haven, Connecticut, 06510. (Parcel 271)

RONALD J. CORBIN, Box 311, Route 1, Millersport, Ohio, 43046. (Parcel 271)

BETTIE DORIS CORBIN, Box 311, Route 1, Millersport, Ohio, 43046. (Parcel 271)

FRANK C. SHAW, 159 Point Beach Drive, Milford, Connecticut. (Parcel 271)

NEALE C. SHAW, 159 Point Beach Drive, Milford, Connecticut. (Parcel 271)

JOSEPH W. BENNETT, 1350 Bay Drive, W. Atlantic City, New Jersey 08232. (Parcel 271)

DOROTHY M. BENNETT, 1350 Bay Drive, W. Atlantic City, New Jersey 08232. (Parcel 271)

IVAN E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York, 11735. (Parcel 271)

VIOLA E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York 11735. (Parcel 271)

(c) The following persons whose places of residence are unknown, after diligent search and inquiry, if alive, and if deceased, the unknown heirs, devisees and all persons and parties claiming under them whose names and places of residence are unknown, together with the parcel numbers in which they are alleged to be interested:

FRED DEL SORDO, Residence unknown. (Parcel 143)

EVELYN KUSHNER, Residence unknown. (Parcels 169, 179)

SYLVIA MEISLER, Residence unknown. (Parcels 169, 179)

ALEX LLOYD, Residence unknown. (Parcels 169, 179)

ETHEL KLETSKY, Residence unknown. (Parcels 169, 179)

C. W. YEAGER, Residence unknown. (Parcel 187)

HAZEL A. YEAGER, Residence unknown. (Parcel 187)

(d) The unknown husband and wives of any said individual defendants.

(e) The unknown heirs, devisees, legatees and grantees of the above named individual defendants who may be dead.

(f) The unknown assigns, successors in interest, trustees, of any other parties claiming by, through, under or against any and all of the above named corporations, whether existing or dissolved.

And against all persons and parties claiming or having any interest or claim as owners, mortgagees, judgment creditors, or lienholders of, upon or against the parcels of land hereinafter described:

PARCEL 103

The Easterly 12.67 feet of Lots 48, 49, 50, 51 and 52, Block A, of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2525 square feet, more or less.

PARCEL 105

The Easterly 12.67 feet of Lots 42, 43, 44, and 45, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 106

The Westerly 12.67 feet of Lots 15 and 16, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 107

The Westerly 12.67 feet of Lots 17 and 18, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida in Section 13, Township 51 South, Range 43 East, being that part of said Lots

lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A. Containing 1010 square feet, more or less.

PARCEL 108

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 8, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 109

The Westerly 12.67 feet of Lots 15 and 16, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 111

The Westerly 12.67 feet of the North 2.72 feet of Lot 17 and the Westerly 12.67 feet of Lot 18, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 539 square feet, more or less.

PARCEL 112

The Easterly 12.67 feet of Lots 28, 29, 30 and 31, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 113

The Easterly 12.67 feet of Lots 19 and 20, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1010 square feet, more or less.

PARCEL 114

The Easterly 12.67 feet of Lot 18, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 115

The Easterly 12.67 feet of Lots 13, 14, 15 and 16, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 116

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 6, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, containing 2020 square feet, more or less.

PARCEL 117

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 119

The Westerly 12.67 feet of Lots 17 & 18, Block 4 of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 120

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 2, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 121

The Westerly 12.67 feet of Lot 15, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within

35 feet of the Base line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 122

The Westerly 12.67 feet of Lots 16, 17 and 18, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base line of Survey, according to the Right of Way map of Section 86030-2503, State Road A-1-A, containing 1515 square feet, more or less.

PARCEL 123

The Easterly 12.80 feet of Lots 53 and 54, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 50 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 124

The Easterly 12.80 feet of Lot 52, Block A, of Hollywood Beach, First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, Containing 531 square feet, more or less.

PARCEL 125

The Easterly 12.80 feet of Lots 51, 50, 49, 48, 47, 46 and 45, Block A, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3,716 square feet, more or less.

PARCEL 129

The Easterly 12.80 feet of Lots 43 and 44, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 130

The Easterly 12.81 feet of Lots 38, 39 and 40, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1571 square feet, more or less.

PARCEL 131

The Easterly 12.81 feet of Lots 32, 33, 34, 35, 36, and 37, Block A, of Hollywood Beach First Addition, according to the Plat as recorde' in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3186 square feet, more or less.

PARCEL 132

The Westerly 12.80 feet of Lots 14, 15, 16 and 17, Block 1, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2228 square feet, more or less.

PARCEL 133

The Westerly 12.80 feet of Lot 13, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 134

The Westerly 12.80 feet of Lots 14, 15 and 16, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 135

The Westerly 12.80 feet of Lot 13, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 136

The Westerly 12.80 feet of Lot 14, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 138

The Westerly 12.80 feet of Lot 16, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot, lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 139

The Westerly 12.80 feet of Lots 13, 14, 15 and 16, Block 4, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2124 square feet, more or less.

PARCEL 140

The Westerly 12.81 feet of Lots 12, 13, 14 and 15, Block 6, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2124 square feet, more or less.

PARCEL 143

The Easterly 12.81 feet of Lot 31, Block A, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 144

The Easterly 12.81 feet of Lots 29 and 30, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 145

The easterly 12.81 feet of Lots 25, 26, 27 and 28, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 146

The easterly 12.81 feet of Lots 21, 22, 23 and 24, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 147

The easterly 12.81 feet of Lots 15, 16 and 17, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; EXCEPTING therefrom the South 38.46 feet of said Lot 17; Containing 1080 square feet, more or less.

PARCEL 149

The easterly 12.81 feet of Lots 11 and 12, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 157

The westerly 12.81 feet of Lots 14 and 15, Block 8, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 158

The westerly 12.81 feet of Lot 12, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 159

The westerly 12.81 feet of Lots 13, 14 & 15, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 160

The westerly 12.81 feet of Lots 11 and 12, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 161

The westerly 12.81 feet of Lots 13 and 14, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 167

The westerly 12.81 feet of Lots 11, 12 & 13, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 169

The easterly 12.83 feet of Lots 6 and 7, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 170

The easterly 12.83 feet of Lots 8 and 9, Block B, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 174

The easterly 12.63 feet of Lots 16, 17, 18, 19 and 20, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2632 square feet, more or less.

PARCEL 175

The easterly 12.83 feet of Lots 21, 22 and 23, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 176

The easterly 12.83 feet of Lots 24, 26, 27, 28, 29, 30, 31, 32 and 33, and the easterly 12.61 feet of Lot 39, all in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 34 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING on the southeast corner of said Lot 34, running westerly along the south line of said Lot 34, a distance of 12.83 feet; thence N. 06°20'47" E a distance of 31.38 feet to the beginning of a curve to the left; thence Northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 10.49 through an angle of 00°12'44" to a point on the north line of said Lot 34; thence easterly along the north line of said Lot 34, a distance of 12.85 feet to the northeast corner of said Lot 34; thence southerly along the east line of said Lot 34 a distance of 41.77 feet to the POINT OF BEGINNING;

AND

That part of Lots 36, 37 and 38 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 38, run westerly along the north line of said Lot 38, a distance of 12.61 feet; thence S 03°02'20" West a distance of 11.82 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet, a distance of 114.43 feet through an angle of 02°19'03" to a point on the South line of said Lot 36; thence easterly along the south line of said Lot 36 a distance of 13.28 feet to the southeast corner of said Lot 36, thence northerly along the east line of said Lots 36, 37 and 38, a distance of 124.72 feet to the POINT OF BEGINNING; All containing 7450 square feet, more or less.

PARCEL 177

The easterly 12.83 feet of Lot 25, Block D, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right Of Way Map of Section 86030-2503, State Road A-1-A; containing 508 square feet, more or less.

PARCEL 178

That part of Lot 35, Block B, Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 35, run westerly along the south line of said Lot 35, a distance of 12.85 feet to a point on a curve concave to the west, and having a tangent bearing of N 06°08'03" E through said point; thence northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 40 feet through an angle of 00°58'36" to the north line of said Lot 35, thence easterly along the north line of said Lot 35 a distance of 13.28 feet to the northeast corner of said Lot 35, thence southerly along the east line of said Lot 35 a distance of 40 feet to the POINT OF BEGINNING; containing 520 square feet, more or less.

PARCEL 179

The westerly 12.83 feet of lots 10, 11 and 12, Block 2, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 181

The westerly 12.83 feet of Lots 10 & 11, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 182

The westerly 12.83 feet of Lots 12 & 13, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 183

The Westerly 12.83 feet of Lots 10 and 11, Block 4, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 184

The westerly 12.83 feet of Lot 13, Block 4, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 187

The westerly 12.83 feet of Lot 13, Block 5, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot 13, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 189

The westerly 12.83 feet of Lots 12 & 13, Block 6, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 190

The westerly 12.83 feet of Lots 9, 10 and 11, Block 7, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 12, said Block 7 of Hollywood Beach Second Addition, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 12, run westerly along the north line of said Lot 12 a distance of 89.55 feet to the POINT OF BEGINNING; thence continue westerly along the north line of said Lot 12 a distance of 12.76 feet to the northwest corner of said Lot 12, thence southerly along the West line of said Lot 12, a distance of 41.77 feet to the

southwest corner of said Lot 12, thence easterly along the south line of said Lot 12 a distance of 12.83 feet; thence N 06°20'47" E a distance of 21.41 feet to the beginning of a curve to the left, thence northerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet a distance of 20.10 feet through an angle of 00°23'50" to the POINT OF BEGINNING;
All containing 2121 square feet, more or less.

PARCEL 191

Those parts of Lots 9 and 10, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the southeast corner of said Lot 9, run westerly along the south line of said Lot 9, a distance of 102.45 feet to the POINT OF BEGINNING; thence continue along the south line of said Lot 9 a distance of 12.21 feet to the southwest corner of said Lot 9; thence northerly along the west line of said Lots 9 and 10, a distance of 83.21 feet to the northwest corner of said Lot 10; thence easterly along the north line of said Lot 10 a distance of 12.51 feet to a point on a curve concave to the west and having a tangent bearing of N 03°28'33" E through said point; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet, a distance of 84.93 feet through an angle of 01°40'41" to the POINT OF BEGINNING; containing 1006 square feet, more or less.

PARCEL 192

That part of Lots 11 and 12, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the northeast corner of said Lot 12, run Westerly along the North line of said Lot 12, a distance of 88.92 feet to the POINT OF BEGINNING; thence S 03°02'20" W a distance of 58.95 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet; a distance of 22.11 feet through an angle of 00°26'13" to a point on the South line of said Lot 11; thence westerly along the south line of said Lot 11 a distance of 12.51 feet to the southwest corner of said Lot 11; thence northerly along the west line of Lots 11 and 12 a distance of 83.02 feet to the northwest corner of said Lot 12; thence easterly along the north line of said Lot 12 a distance of 12.61 feet to the POINT OF BEGINNING; containing 1040 square feet, more or less.

PARCEL 193

The easterly 12.61 feet of Lots 41 & 42, Block B of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section

12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 196

The Easterly 12.61 feet of Lots 48 and 49, Block B, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1040 square feet, more or less.

PARCEL 197

The easterly 12.6 feet of the south 21.5 feet of Lot 51 and the easterly 12.6 feet of Lot 50, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 773 square feet, more or less.

PARCEL 198

The easterly 12.6 feet of the North 20 feet of Lot 51 and the Easterly 12.6 feet of Lots 52 & 53, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1290 square feet, more or less.

PARCEL 200

The westerly 12.61 feet of Lots 9 & 10, Block 9, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 202

The westerly 12.60 feet of Lots 9 and 10, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1042 square feet, more or less.

PARCEL 203

A strip of land over, through and across Lots 9, 10, 11 and 12, Block 11 of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, said strip lying East of and adjacent to the west line of said Lots; said strip measuring 12.60 feet on the south line of said Lot 9, and 27.79 feet on the north line of said Lot 12; Containing 3347 square feet, more or less.

PARCEL 271

The easterly 12.81 feet of the South 38.46 feet of Lot 17 and the Easterly 12.81 feet of Lots 18 and 19, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1549 square feet, more or less.

PARCEL 272

The westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, all of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2020 Square feet, more or less.

PARCEL 273

The westerly 12.60 feet of Lots 11 and 12, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 280

The easterly 12.83 feet of the South 7 feet of the North 25 feet of Lot 13, in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 90 square feet, more or less.

The relief sought as to said property is to condemn the fee simple absolute title to the lands heretofore described as the right of way for the public purpose of constructing and widening the roadbed, ditches, easements and borrow pits on that portion of Section 86030 of State Road A-1-A in Broward County, Florida, extending from Hollywood Boulevard, Hollywood, Florida, northerly to Sheridan Street, Hollywood, Florida; as is set forth in the Petition in Eminent Domain Proceedings and Declaration of Taking filed in this cause.

McCUNE, HIAASEN, CRUM & FERRIS
Attorneys for Petitioner
603 Broward National Bank Bldg.
Fort Lauderdale, Florida

By Earle W. Peterson, Jr.
Earle W. Peterson, Jr.

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 1 through 5, 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Astrid 10 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1320

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Dean McLaughlin and Myrtle R. McLaughlin, his wife, to Neptune Apartments, Inc., a Florida corporation, dated November 2, 1959, filed October 18, 1960, and recorded in Official Records Book 2045, Page 988.**

2. **Warranty Deed from Ida M. Orth, a single woman, to Larry J. Monroe and Florence Monroe, his wife, dated February 1, 1973, filed February 8, 1973, and recorded in Official Records Book 5158, Page 705.**

3. **Quit Claim Deed from Larry J. Monroe and Florence Monroe, his wife, to Florence R. Monroe, dated October 12, 1976, filed November 10, 1976, and recorded in Official Records Book 6794, Page 433.**

4. **Final Judgment of Dissolution of Marriage filed November 16, 1976, and recorded in Official Records Book 6800, 182.**

5. **Warranty Deed from Neptune Apartments, Inc., a corporation existing under the laws of Florida, to A.N.H., Inc., a Florida corporation, dated October 26, 1977, filed November 15, 1977, and recorded in Official Records Book 7289, Page 114.**

6. **Quit Claim Deed from Grant W. Davis and Irma V. Davis, his wife, to A.N.H., Inc., a Florida corporation, dated October 26, 1977, filed November 15, 1977, and recorded in Official Records Book 7289, Page 123.**

7. **Warranty Deed from Florence R. Monroe, a/k/a Florence Monroe, a single woman, to Frank Anthony, filed January 13, 1978, and recorded in Official Records Book 7378, Page 159.**

8. **Warranty Deed from Frank Anthony, to A.N.H., Inc., a Florida corporation, dated December 24, 1981, filed January 8, 1982, and recorded in Official Records Book 9972, Page 554.**

9. **Trustee's Deed from Neptune Hollywood Beach Club Condominium Association, Inc., a Florida Non-profit corporation, as Termination Trustee of Neptune Hollywood Beach Club, a Condominium, to VVG Real Estate Investments, LLC, a Florida limited liability company, dated October 28, 2013, filed October 29, 2013, and recorded in Official Records Book 50293, Page 425.**

10. **Warranty Deed from VVG Real Estate Investments LLC, a Florida limited liability company, to GG RE Hollywood Beach 613 LLC, a Florida limited liability company, dated April 29, 2019, filed April 30, 2019, and recorded in Instrument # 115773124.**

11. **Special Warranty Deed from GG RE Hollywood Beach 613 LLC, a Florida limited liability company, to Astrid 10 LLC, a Florida limited liability company, dated January 25, 2022, filed January 31, 2022, and recorded in Instrument # 117904084.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement by Astrid 10 LLC, a Florida limited liability company, and Professional Bank, a Florida banking corporation, dated January 25, 2022, filed January 31, 2022, and recorded in Instrument # 117904086; Assignment of Leases, Rents and Profits, filed January 31, 2022, and recorded in Instrument # 117904087; UCC Financing Statement Form, filed January 31, 2022, and recorded in Instrument # 117904088.**

2. **Cross Collateralization and Cross-Default Agreement filed July 6, 2022, and recorded in Instrument # 118254657.**

3. **Amendment to Cross Collateralization and Cross-Default Agreement and Spreading Agreement, filed August 25, 2022, and recorded in Instrument # 118363212.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39 filed March 30, 1978, and recorded in Official Records Book 7489, page 390.**

3. **Declaration of Condominium Establishing Neptune Hollywood Beach Club, a Condominium, filed August 30, 1982, and recorded in Official Records Book 10370, Page 708; Conditional Plan of Termination filed May 31, 2013, and recorded in Official Records Book 49843, Page 1816; Certificate of Conditional Plan of Termination filed October 29, 2013, and recorded in Official Records Book 50293, Page 423.**

4. **Ordinance No. 86-90 filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Grant of Easement filed May 17, 2004, and recorded in Official records Book 37469, Page 1155.**

8. **City of Hollywood Historic Preservation Board Resolution No. 06-H-108, filed January 17, 2007, and recorded in Official Records Book 43442, Page 1499 and filed June 4, 2007, and recorded in Official Records Book 44133, Page 758.**

9. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 23, 2017, and recorded in Instrument # 114163608.**

10. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 23, 2017, and recorded in Instrument # 114163609.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Astrid 10 LLC

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**2012 N SURF ROAD, HOLLYWOOD FL 33019**	ID #	5142 12 01 1320
Property Owner	ASTRID 10 LLC	**Millage**	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	**Use**	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 1 THRU 5, 21 & 22, BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$1,961,890	$6,771,660	$8,733,550	$8,733,550	
2022	$1,961,890	$6,771,660	$8,733,550	$7,120,990	$163,979.38
2021	$1,961,890	$4,511,740	$6,473,630	$6,473,630	$141,074.65

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Portability	0	0	0	0
Assessed/SOH	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$8,733,550	$8,733,550	$8,733,550	$8,733,550

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	WD-D	$10,800,000	**117904084**
4/24/2019	WD-Q	$8,100,000	**115773124**
10/28/2013	TD-D	$7,200,000	**111900098**

Land Calculations

Price	Factor	Type
$85.00	23,081	SF
Adj. Bldg. S.F. (Card, Sketch)		16913
Units		29
Eff./Act. Year Built: 1984/1983		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
16913								

Real Estate Account #514212-01-1320

Owner: ASTRID 10 LLC
Situs: 2012 N SURF RD

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687330	CL-001 1030	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $163,979.38

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.5060	$7,120,990.00	$0.00	$7,120,990.00	$39,382.35
VOTED DEBT	0.13840	$7,120,990.00	$0.00	$7,120,990.00	$985.55
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$8,733,550.00	$0.00	$8,733,550.00	$38,873.03
CAPITAL OUTLAY	1.50000	$8,733,550.00	$0.00	$8,733,550.00	$13,100.33
VOTER APPROVED DEBT LEVY	0.18730	$8,733,550.00	$0.00	$8,733,550.00	$1,635.79
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$7,120,990.00	$0.00	$7,120,990.00	$232.86
OKEECHOBEE BASIN	0.10260	$7,120,990.00	$0.00	$7,120,990.00	$730.61
SFWMD DISTRICT	0.09480	$7,120,990.00	$0.00	$7,120,990.00	$675.07
SOUTH BROWARD HOSPITAL	0.10100	$7,120,990.00	$0.00	$7,120,990.00	$719.22
Total Ad Valorem Taxes	**20.77520**				**$157,838.38**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$7,120,990.00	$0.00	$7,120,990.00	$3,204.45
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$7,120,990.00	$0.00	$7,120,990.00	$53,168.87
DEBT SERVICE	0.68830	$7,120,990.00	$0.00	$7,120,990.00	$4,901.38
FL INLAND NAVIGATION	0.03200	$7,120,990.00	$0.00	$7,120,990.00	$227.87
Total Ad Valorem Taxes	**20.77520**				**$157,838.38**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$5,286.00
HLWD FIRE INSPECTION		$855.00
Total Non-Ad Valorem Assessments		**$6,141.00**

Parcel Details

Owner: ASTRID 10 LLC

Situs: 2012 N SURF RD

Account 514212-01-1320

Alternate Key 687339

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: PROFESSIONAL BANK (CL-0011030) 396 ALHAMBRA CIRCLE STE 255 CORAL GABLES, FL 33134

Assessed value: $7,120,990

School assessed value: $8,733,550

2022 TAX AMOUNTS

Ad valorem: $157,838.38

Non-ad valorem: $6,141.00

Total Discountable: $163,979.38

Total tax: $163,979.38

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 1 THRU 5, 21 & 22, BLK 9

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

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Real Estate Account #514212-01-1320

Owner: ASTRID 10 LLC

Situs: 2012 N SURF RD

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/29/2022** for **$157,420.20**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $157,420.20	11/29/2022	**Receipt** #EEX-22-00000934	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $135,421.66	11/11/2021	**Receipt** #WWW-21-00047402	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $150,136.27	11/27/2020	**Receipt** #WWW-20-00094675	Print (PDF)
2019					
2019 Annual Bill	$0.00	**Paid** $126,716.76	11/29/2019	**Receipt** #WWW-19-00056294	Print (PDF)
Refund		**Processed** $2,340.48	05/01/2020	**To** GG RE HOLLYWOOD 613 LLC	
		Paid $126,716.76			
2018 Annual Bill	$0.00	**Paid** $109,222.00	11/27/2018	**Receipt** #EEX-18-00000597	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $103,121.10	11/27/2017	**Receipt** #EEX-17-00000251	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $97,985.06	03/20/2017	**Receipt** #WWW-16-00118306	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $86,117.78	07/22/2016	**Receipt** #WWW-15-00099310	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $81,425.04	03/24/2015	**Receipt** #WWW-14-00100215	Print (PDF)
Total Amount Due	**$0.00**				

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60-101028 PRINTED BY LAWYERS TITLE GUARANTY FUND, ORLANDO, FLORIDA 2045 988

Warranty Deed

STATUTORY

Law Offices
HUNTER & PAOLI
Hollywood Federal Building 1000 Tyler Street
HOLLYWOOD, FLORIDA

This Indenture, Made this 2nd day of November, A. D. 1959, Between

DEAN McLAUGHLIN, and MYRTLE R. McLAUGHLIN, his wife,
of the county of Broward, State of Florida, parties of the first part, and

NEPTUNE APARTMENTS, INC., a Florida corporation

whose post office address is 2012 N. Surf Road, hollywood,
of the County of Broward, in the State of Florida, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of $10.00----------Dollars, and other good and valuable considerations to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, heirs and assigns forever, the following described land, situate, lying and being in the County of Broward in the State of Florida, to-wit:

Lots One (1), Two (2), Three (3), Four (4), and Five (5), Block Nine (9), according to the plat of HOLLYWOOD BEACH FIRST ADDITION, a subdivision of Section Twelve (12), Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida in Plat Book 1, page 31, together with all improvements thereon and all furniture, furnishings and equipment located therein or belonging or appertaining to the premises.

Subject to all mortgages of record which the grantee hereby assumes and agrees to pay.

60 OCT 18 AM 9:54

CROSS COUNTY

020

and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered in our presence:

Dean McLaughlin (Seal)
Myrtle R. McLaughlin (Seal)
(Seal)
(Seal)

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DEAN McLAUGHLIN and MYRTLE R. McLAUGHLIN, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, A. D. 19 59.

Notary Public My commission expires:

Filed this day of A. D. 19 at o'clock M., and Recorded in Deed Book at Page RECORD VERIFIED Clerk Circuit Court, County, BY: Deputy Clerk

RETURN TO:
PAUL GLASEL
Attorney at Law
2220 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
MYRON H. BURNSTEIN
of the Law Offices of
SALTER, YESLOW & BURNSTEIN
1720 Harrison Street
HOLLYWOOD, FLORIDA

73- 28421

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

420.00
54.15

This Indenture, Made this 12th day of February 19 73, **Between**

IDA M. ORTH, a single woman

of the County of Morris, State of New Jersey, grantor*, and

Larry J. Monroe and Florence Monroe, his wife

whose post office address is 5315 West Park Road, Hollywood,

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ----------TEN AND NO/100---------- Dollars, 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 21 and 22 in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, at Page 31 of the Public Records of Broward County, Florida

Subject to mortgage to John J. Burton and Sylvia C. Burton, his wife, in the unpaid balance of $91,160.96, which the Grantors herein assume and agree to pay.

Subject to Purchase Money Second Mortgage of even date herewith, executed by the Grantees to the Grantor.

'73 FEB 8 PM 1:40
JACK WHEELER, CLERK CIRCUIT COURT

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
420.00

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Ida M. Orth (Seal)

STATE OF New Jersey
COUNTY OF Morris

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

IDA M. ORTH, a single woman,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that She executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of February, 19 73.

My Commission Expires: 1975

Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
COUNTY COMPTROLLER

OR 5158 PAGE 705

FORM 100 Circle Phrase QUIT CLAIM DEED.

TUTOLAWE

76-216492

This Indenture

Wherever used herein the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto, the use of the singular number shall include the plural, and the use of any gender shall include all genders, and if any party is a corporation, the term "party" shall include such corporation and its successors and assigns.

Made this 12th *day of* October, *A. D. 19* 76,

Between LARRY J. MONROE and FLORENCE MONROE, his wife,

Broward *and State of* Florida, *of the County of* *party of the first part,*

and FLORENCE R. MONROE,

of 5315 West Park Road, Hollywood, Florida, *of the County of* Broward *and State of* Florida, *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* Ten and no/100 Dollars and other good and valuable considerations---, *in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of* Broward *State of Florida, to wit:*

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

The said FLORENCE MONROE and FLORENCE R. MONROE is one and the same person.

RETURN TO:
MEYER, LEBEN, FIXEL, CANTOR & ENGELBERG, P.A.
ATTORNEYS AT LAW
2435 Hollywood Boulevard
Hollywood, Florida 33020

This instrument was prepared by
LAWRENCE J. MEYER, ESQ.
2435 Hollywood Boulevard
Hollywood, Florida 33020

To Have and to Hold *the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.*

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

(Witnesses as to Larry J. Monroe)

(Witnesses as to Florence Monroe)

State of Florida,
County of BROWARD

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

LARRY J. MONROE, Husband of FLORENCE MONROE,

to me well known to be the person described in and who executed the foregoing instrument and he *acknowledged before me that* he *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* Hollywood, *County of* Broward, *and State of Florida this* 8th *day of* November, *A. D. 19* 76.

Notary Public, NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires:

THIS INSTRUMENT PREPARED BY
MEYER, LEBEN, FIXEL, CANTOR & ENGELBERG, P.A.
ATTORNEYS AT LAW, 2435 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.30

3746

ISSUED BY

OFF. REC. 6794 PAGE 433

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

FLORENCE MONROE, Wife of LARRY J. MONROE,

to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Hollywood, County of Broward, and State of Florida, this 12th day of October, A.D. 1976.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 1976
BONDED THRU GENERAL INS. UNDERWRITERS

Quit-Claim Deed

Dated 19

J. A. HERRIGER

OFF. REC. 6794 PAGE 437

76-219961

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

NO. 75-9687 - Judge Minnet

IN RE: MARRIAGE OF	)	
FLORENCE R. MONROE,	)	
Petitioner/Wife,	)	
And	)	FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
LARRY J. MONROE,	)	
Respondent/Husband.	)	

The above and foregoing cause having come on for Final Hearing before the Court upon the pleadings, testimony and proofs taken before the Court, and stipulation of the parties; and the Court having considered the same and being fully advised in the premises, finds that it has jurisdiction over the parties and the subject matter of this cause, whereupon it is

ORDERED and ADJUDGED as follows:

1. That the marriage of the parties is irretrievably broken and that the marriage of the parties hereto is hereby dissolved.

2. That the WIFE shall have the permanent custody of the minor children of the parties hereto, to wit: MARY TERESA MONROE, born March 18, 1959; COLLEEN ANN MONROE, born July 26, 1961, and KELLY JEAN MONROE, born March 18, 1965, subject to the following:

A) The HUSBAND shall have the right to visit any child at any time on reasonable notice given by the HUSBAND to the WIFE.

RETURN TO CLERK, CIRCUIT COURT

B) The parties shall each keep the other notified at all times as to the whereabouts of any child whenever said child is taken from the residence by the other party.

C) Each party shall promptly notify the other in case of any child's serious illness (which shall mean any illness which confines the child to bed for more than two days) while said child is in his or her custody.

D) The parties shall endeavor to confer with each other on all important matters pertaining to any child's health, welfare, education and upbringing, with a view to arriving at a harmonious policy calculated to promote the child's best interests.

E) Neither party shall remove any child from the State of Florida without the written consent of the other or first obtaining a Court Order.

3. The HUSBAND shall pay the sum of ONE HUNDRED FIFTY ($150.00) DOLLARS per month for child support for each of the minor children of the parties, to wit: MARY TERESE MONROE, COLLEEN ANN MONROE and KELLY JEAN MONROE, until each child reaches the age of eighteen (18) years, except that such support payments shall continue for the oldest child, MARY TERESE MONROE, until June 30, 1977. Such support payments are to be paid by the HUSBAND in two equal monthly payments payable on the 1st and on the 15th day of each month, beginning October 15,

OFF. REC. 8800 PAGE 183

1976. All such support payments shall be payable by the HUSBAND to the Court Trustee of Broward County, Florida, or any other court in Florida in which jurisdiction the WIFE shall reside, it being understood that the HUSBAND shall pay all Court Trustee's fees.

4. That the HUSBAND shall provide hospitalization and surgical insurance coverage for said minor children of the parties.

5. That there is presently owned by the HUSBAND and the WIFE, as an estate by the entireties, the following described real property, to wit:

> All of Lot 1, and the West 12 feet of Lot 2, and East 30 feet of West 26th Avenue, Block "J", HOLLYWOOD HILLS AMENDED, according to the Plat thereof, recorded in Plat Book 6, Page 31, of the Public Records of Broward County, Florida.
>
> Also known as 5315 Park Road, Hollywood, Florida.
>
> Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.
>
> Also known as the Bali Hai property.

6. That if the HUSBAND has not already done so, the HUSBAND shall forthwith execute a Quitclaim Deed to the WIFE, conveying all of his right, title and interest in and to the homeplace, known as 5315 Park Road, Hollywood, Florida, hereinbefore legally described, subject to the mortgage thereupon owned and held by

REC. 6800 PAGE 184

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, which mortgage thereupon the WIFE shall assume and pay. Said mortgage payments shall be brought current and paid by the HUSBAND through October 31, 1976. Said HUSBAND shall also forthwith execute a Bill of Sale conveying all of his right, title and interest in and to all of the furniture, furnishings, appliances and fixtures therein to the WIFE.

7. That if the HUSBAND has not already done so, the HUSBAND shall forthwith execute a Quitclaim Deed to the WIFE, conveying all of his right, title and interest in and to the property known as BALI HAI MOTEL, hereinbefore legally described, subject to the First Mortgage thereon owned and held by JOHN J. BURTON and SYLVIA C. BURTON, his wife, and the Second Mortgage owned and held by IDA M. ORTH, which mortgages thereupon the WIFE shall assume and pay. Both of said mortgages shall be brought current and paid by the HUSBAND through October 31, 1976. The HUSBAND shall also forthwith execute a Bill of Sale to the WIFE, conveying all of his right, title and interest in and to all assets involving the BALI HAI MOTEL, including but not limited to the BALI HAI Bank Account and all of the furniture, furnishings, appliances and fixtures situate in and upon the said motel premises, except the furnishings in Apartment 2 of said motel owned by the HUSBAND's mother.

OFF REC 6800 PAGE 185

Based upon the HUSBAND's representations that all deposits paid by customers for advance reservations have either been deposited to said BALI HAI Bank Account or will be delivered to said WIFE, the Court orders that the BALI HAI Bank Account as of November 1, 1976, shall have a balance of $1,500.00, and that all other deposits paid by customers for advance reservations which have not been deposited therein as of November 1, 1976, shall be paid to the WIFE by the HUSBAND.

8. That the conveyances by the HUSBAND of his interest in the said homeplace of the parties and the said motel and its furnishings represent lump-sum alimony to the WIFE and are in full accord and satisfaction of the WIFE's right, title, interest, claim and demand to alimony.

9. That the HUSBAND shall give possession of the motel to the WIFE within forty-eight hours of the entry of this Final Judgment, and in addition thereto shall furnish WIFE, within said forty-eight hours, with all known data concerning the operation of said motel, including but not limited to furnishing a list of creditors showing sums due each. All bills relative to said BALI HAI MOTEL shall be paid by the HUSBAND through October 31, 1976.

10. That each of the parties shall bear his or her own costs, charges and expenses relative to this cause, including but

OFF. REC. 6800 PAGE 186

not limited to attorneys' fees, expert fees and expert witness fees, and said parties shall bear equally the expenses of the Court Reporter, JESSIE A. BRUNO, in the sum of $50.00.

11. That this Court retains jurisdiction of this cause to enforce all matters, with the exception of the dissolution of marriage.

DONE and ORDERED at Fort Lauderdale, Florida, this 15 day of November, 1976.

CIRCUIT JUDGE

Copies to: PAUL GLASEL, Esq.
Attorney for Husband
2620 Hollywood Boulevard
Hollywood, Florida 33020

LAWRENCE J. MEYER, Esq.
Attorney for Wife
2435 Hollywood Boulevard
Hollywood, Florida 33020

Court Trustee
Court House
Fort Lauderdale, Florida

RECORDED IN OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
E. A. MEYER
CLERK OF CIRCUIT COURT

OFF. REC. 6800 PAGE 187

WARRANTY DEED FROM CORPORATION

77-256311

BANDO FORM 66

This Warranty Deed *Made and executed the* 26 *day of* October *A. D. 19* 77 *by*

NEPTUNE APARTMENTS, INC.,

a corporation existing under the laws of Florida *, and having its principal place of business at* 2012 N. Surf Road, Hollywood, Broward County, Florida, *hereinafter called the grantor, to*

A.N.H., INC., a Florida corporation

whose postoffice address is 2012 N. Surf Road, Hollywood, Florida

hereinafter called the grantee:

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

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in* Broward *County, Florida, viz:*

Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Nine (9), HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, Page 31, of thePublic Records of Broward County, Florida.

Subject to subdivision restrictions, reservations, limitations and easements of record, if any, and taxes for the year 1977 and subsequent years.

BROWARD COUNTY 16386 FLORIDA DOCUMENTARY STAMP TAX NOV 15 77 583.00

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

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

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

Record and return to Abrams, Anton Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33022

77 NOV 15 AM 10:59

In Witness Whereof *the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.*

(CORPORATE SEAL)

ATTEST: Inma V. Davis
Secretary

NEPTUNE APARTMENTS, INC.

Signed, sealed and delivered in the presence of:

By Grant W. Davis
President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GRANT W. DAVIS and INMA V. DAVIS

well known to me to be the President and secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of October A. D. 1977.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

This Instrument prepared by:

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM F. HUNTER, JR., Attorney at Law
2101 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33022

REC. 7939 PAGE 114

QUIT-CLAIM DEED RANCO FORM 6

77-256315

30
55

This Quit-Claim Deed, *Executed this* 26 *day of* October *, A. D.* 1977 *, by*

GRANT W. DAVIS and IRMA V. DAVIS, his wife,

first party, to A.N.H., INC., a Florida corporation

whose postoffice address is 2021 N. Surf Road, Hollywood, Florida

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $10.00 *, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Broward *State of* Florida *, to-wit:*

Lots 1, 2, 3, 4 and 5, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

'77 NOV 15 AM 10 59

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE NOV 15 1977 $00.30

BROWARD COUNTY 163315 FLORIDA DOCUMENTARY SUR TAX NOV 15 1977 $00.55

Record and return to Abrams, Anton Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33022

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said 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 presence of:

Grant W. Davis

Irma V. Davis

STATE OF FLORIDA,
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

GRANT W. DAVIS and IRMA V. DAVIS, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of October A. D. 1977.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF. REC. 7289 PAGE 123

This Instrument prepared by:

Address

Rms: R4545

78- 10076

495 00/
9185/

Printed for

This instrument was prepared by:

Name R. JOEL WEISS, ESQ.

Address 3325 Hollywood Blvd.

Hollywood, Florida 33021

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this day of 1977. **Between**

FLORENCE R. MONROE, a/k/a FLORENCE MONROE, a single woman

of the County of Broward, State of Florida, grantor*, and

FRANK ANTHONY

whose post office address is 310 NE Kinley Street, Hollywood

of the County of Broward, State of Florida 33019, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of - - - - - - - - - - - - - - - - -

TEN AND NO/100ths - ($10.00) Dollars,

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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO a mortgage in favor of JOHN J. BURTON and SYLVIA C. BURTON, his wife dated October 31, 1969, filed November 6, 1969, as recorded in Official Records Book 4066, Page 337, of the Public Records of Broward County, Florida, in the original principal amount of ninety-four thousand five hundred dollars ($94,500.00) which the grantee assumes and agrees to pay.
SUBJECT TO a purchase money second mortgage in the principal amount of forty-two thousand five hundred dollars ($42,500.00).
SUBJECT TO taxes for the year 1977 and all subsequent years.
SUBJECT TO restrictions, reservations, limitations and easements of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Florence R. Monroe (Seal)
FLORENCE R. MONROE, a/k/a

FLORENCE MONROE (Seal)

(Seal)

(Seal)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 13 '78
485.00

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared FLORENCE R. MONROE, a/k/a FLORENCE MONROE, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of JANUARY 1978

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES AUG. 1 1980
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE COUNTY RECORDS OF BROWARD COUNTY, FLORIDA

'78 JAN 13 PM 1:30

OFF. REC. 7378 PAGE 159

WARRANTY DEED
STANDARD
F S 689 02

RAMCO FORM © 1976-1981

82- 5426

This Indenture,

Made this 24 day of December A D 19 81
BETWEEN FRANK ANTHONY

of the County of Broward, in the State of Florida, party of the first part, and

A.N.H., INC., a Florida Corporation
of the County of Broward in the State of Florida, whose post office address is
310 McKinley Street, Hollywood

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN and 00/100 ($10.00) - Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida, to wit

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. A mortgage in favor of JOHN J. BURTON and SYLVIA C. BURTON, his wife, dated October 31, 1969 in the original principal amount of $94,500.00 which the grantee assumes and agrees to pay.
2. A purchase money second mortgage in favor of FLORENCE MONROE dated January 9, 1978 in the original principal amount of $42,500.00.
3. Taxes for the year 1982 and all subsequent years.
4. Restrictions, reservations, limitations and easements of record, however the foregoing shall not serve to reimpose same.

GRANTOR DOES HEREBY DECLARE AND REPRESENT THAT THE SUBJECT PROPERTY IS NOT THE HOMESTEAD OF GRANTOR. GRANTOR'S PRINCIPAL PLACE OF RESIDENCE IS 430 S.E. 16TH AVENUE, POMPANO BEACH, FLORIDA 33060.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

FRANK ANTHONY

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WAIT
COUNTY ADMINISTRATOR

STATE OF FLORIDA,
COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

FRANK ANTHONY

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of December A D 19 81.

$1583.55 has been paid in Broward County for Documentary Stamp Tax as required by law.
Audrey Gebbie Deputy

Ronald L. Davis
Commission Expires 11/15/85

This Instrument prepared by RONALD L. DAVIS, P.A.
Address Skylake State Bank Bldg., Suite 407
1550 N.E. Miami Gardens Drive
North Miami Beach, Florida 33179
(305) 940-2352

Greenspoon & Marder, P.A.
Attorneys at Law
12501 N.E. 9th Avenue
N. Miami, Fla. 33161

REC 9972 PAGE 554

Return to:
Nerdinsky Law Group
3800 S. Ocean Drive
Suite 222
Hollywood, Florida 33019

This Instrument prepared by:
Joseph L. Schneider, Esquire
1720 Harrison Street
Suite 1820
Hollywood, Florida 33020

THIS SPACE RESERVED FOR PROCESSING DATA

THIS SPACE RESERVED FOR PROCESSING DATA

PROPERTY APPRAISERS PARCEL I.D.
(FOLIO) NUMBERS: 514212AJ0001, 514212AJ0010, 514212AJ0020, 514212AJ0030, 514212AJ0040, 514212AJ0050, 514212AJ0060, 514212AJ0070, 514212AJ0080, 514212AJ0090, 514212AJ0100, 514212AJ0110, 514212AJ0120, 514212AJ0130, 514212AJ0140, 514212AJ0150, 514212AJ0160, 514212AJ0170, 514212AJ0180, 514212AJ0190, 514212AJ0200, 514212AJ0210, 514212AJ0220, 514212AJ0230, 514212AJ0240, 514212AJ0250, 514212AJ0260, 514212AJ0270, 514212AJ0280, 514212AJ0290

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, made the 28th day of October, 2013, by NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, as Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida, whose post office address is 398 E. Dania Beach Boulevard, #193, Dania Beach, Florida 33004, hereinafter called the grantor, to VVG REAL ESTATE INVESTMENTS, LLC, a Florida Limited Liability Company, whose address is 2711 S. Ocean Drive, #3605, Hollywood, Florida 33019, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys unto the grantees, all that certain land situate in Broward County, Florida, viz:

Lots 1 through 5, 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes subsequent to December 31, 2012.

2. All matters of record, including restrictions, limitations, easements of record, if any, but this reference shall not operate to reimpose same.

To have and to hold the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

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

This Deed is executed by NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, as Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Conditional Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida, and the Certificate of Conditional Plan Becoming Final of even date hereof and recorded contemporaneously with this Trustee's Deed, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantee therein, and by every person now or hereafter claiming any right or security or interest hereunder, that nothing contained herein shall be construed as creating any liability on NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, or on any of the beneficiaries under said Plan of Termination.

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

NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, as Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida

By: BARBARA J. SAMPSON
a/k/a BARBARA SAMPSON
As: Its President

WITNESSES:

Signature of Witness No.: 1

Signature of Witness No.: 2

Joe Schneider

Printed Name of Witness No.: 1

Dina Nerdinsky

Printed Name of Witness No.: 2

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of October, 2013, by BARBARA J. SAMPSON a/k/a BARBARA SAMPSON, as President of NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, the Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida, who is personally known to me or who has produced FL DL, 21C, ; as identification, and who did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Dina Nerdinsky
Commission # EE112834
Expires: JULY 17, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC, STATE OF FLORIDA

Prepared by:
Leonid Nerdinsky, Esq.
Nerdinsky Law Group, P.A.
3800 S. Ocean Drive, Suite 242
Hollywood, FL 33019
Tel: 954-237-6307
NLG File # 19251

After Recording Return to:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1915 Harrison Street, 1st Floor
Hollywood, FL 33020
Phone: (786) 286-1160
File RLG # 19-004

Parcel ID #: 5142-12-01-1320

_____[Space Above This Line For Recording Data] _____

WARRANTY DEED

This Warranty Deed made as of April 29, 2019, between VVG Real Estate Investments LLC, a Florida limited liability company, whose post office address is 310 Mckinley Street, Hollywood, FL 33019, grantor, and GG RE Hollywood Beach 613 LLC, a Florida limited liability company, whose post office address is 3460 NE 165 Street, North Miami Beach, FL 33160, 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 of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lots 1 through 5, 21 and 22, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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 is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

{Signature Page to Follow}
{Remainder of Page Blank}

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:

Print Name: Dina Nerdinsky

Print Name: Barbara Dias

Grantor:

VVG Real Estate Investments LLC
A Florida limited liability company

By: _____
Print Name: Vadim Gataullin
Print Title: Manager and sole member

State of Florida }
County of Broward } SS:

The foregoing instrument was acknowledged before me on 4-24-2019, 2019, by Vadim Gataullin, as Manager and sole member of VVG Real Estate Investments LLC, a Florida limited liability company, on behalf of the company, and (__) he is personally known to me or presented or (✓) he presented his FL DL / IC as identification.

DINA NERDINSKY
MY COMMISSION EXPIRES
July 17, 2019
#FF 235309
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida
[PLACE NOTARIAL SEAL]

Prepared by:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
2980 NE 207 St, Ste. 603
Aventura, FL 33180
File: RLG 21-052

After Recording Return to:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL393

Parcel ID: 5142-12-01-1320

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of January 25, 2022, between **GG RE HOLLYWOOD BEACH 613 LLC, a Florida limited liability company** ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **ASTRID 10 LLC, a Florida limited liability company** ("Grantee"), whose mailing address is 3350 SW 57th Place, Fort Lauderdale, FL 33312.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

GG RE HOLLYWOOD BEACH 613 LLC, a Florida limited liability company

By: _____
Viktor Goldenberg, Member

_____
Print: Debra Sanchez
Witness

_____
Print: Laritza Garcia
Witness

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me by means of physical presence on January 21, 2022, by Viktor Goldenberg, Member of GG RE HOLLYWOOD BEACH 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] ☒ is personally known to me or ☐ has produced _____ _____ as identification.

_____
Notary Public, State of Florida
Name printed: Lourdes Chang
My Commission Expires: 06/09/2022
Commission No.: GG186514

[NOTARIAL SEAL]

LOURDES CHANG
MY COMM. EXPIRES 06-09-2022
NOTARY PUBLIC
STATE OF FLORIDA
COMM. # GG 186514
BONDED THROUGH
AMERICAN ASSOCIATION OF NOTARIES

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 5, 21 and 22, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Instr# 117904086 , Page 1 of 19, Recorded 01/31/2022 at 04:26 PM
Broward County Commission
Mtg Doc Stamps: $21367.50 Int Tax: $12210.00

This instrument prepared by:
Linda Roth, Esquire
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed this 25th day of January, 2022, by ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "MORTGAGOR"), whose address is 2012 N. Surf Road, Hollywood, FL 33019, in favor of PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as "MORTGAGEE"), whose address is 396 Alhambra Circle, Suite 255, Coral Gables, FL 33134 "MORTGAGOR" and "MORTGAGEE", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

W I T N E S S E T H:

To secure payment of the obligations of MORTGAGOR to MORTGAGEE in the original principal sum of Six Million One Hundred Five Thousand and No/100 Dollars ($6,105,000.00) (the "Loan"), and any and all renewals, modifications or extensions thereof, and to secure performance by MORTGAGOR of all of its obligations to MORTGAGEE, MORTGAGOR does hereby mortgage, grant, sell, bargain, remise and convey to MORTGAGEE the following described parcels of property located in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all the right, title and interest of the MORTGAGOR in and to any and all buildings, improvements and appurtenances now standing or at any time hereafter constructed or

placed on the Property, or any part or parts thereof, including without limitation, all partitions, screens, awnings, window shades, dynamos, motors, engines, elevators, call systems, fire apparatus, plumbing, ventilating, gas and electric light fixtures, machinery, appliances, apparatus, fittings and fixtures of every kind in any building now or hereafter erected on the Property; together with the rents, issues and profits thereof;

TOGETHER WITH the personal property now or hereafter situated and located in or appurtenant to said building or buildings on the Property, and all other furniture, furnishings and equipment now or hereafter owned by MORTGAGOR, and/or used or employed, or to be used or employed in connection with any business owned, conducted, operated or controlled by the MORTGAGOR on the Property, or any part thereof;

TOGETHER WITH all and singular the easements, hereditaments, rights of way, appendages and appurtenances to the Property and belonging or in anywise appertaining thereto, and all the right, title and interest of the MORTGAGOR in and to any and all streets, ways, alleys, strips or gores of land adjoining the Property, or any part thereof;

TOGETHER WITH all and singular the reversion or reversions, remainder or remainders in and to the Property, and every part and parcel thereof; and, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both at law and in equity, of said MORTGAGOR, in and to the said real and personal property, and every part and parcel thereof, together with any appurtenances thereto.

(All of the foregoing shall hereinabove and hereinafter be collectively referred to as the "Property".)

AND ALSO THE MORTGAGOR, as additional security to, and for the better protection of, the MORTGAGEE, has and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the MORTGAGEE all and singular the rents, income, issues, profits and revenue, from whatever source derived, arising or flowing from the Property, or any building or structure now or hereafter placed on the Property, and any business now or hereafter conducted thereon or therewith, and with respect to tenants or concessionaires in said building or buildings, such rents, issues and profits are hereby specifically assigned and transferred to the MORTGAGEE with the same force and effect as if each and all of the persons who are now, or may hereafter become, tenants or concessionaires in said building or buildings were now known and herein expressly named; the MORTGAGOR hereby consenting and agreeing that the pledge of said rents, income, issues, profits and revenue is necessary to protect the MORTGAGEE and to secure the indebtedness for which this Mortgage has been given, with full authority on the part of the MORTGAGEE to have the protection which this instrument hereinafter affords, so as to preserve the said rents, income, issues, profits and revenue in case of suit being filed to foreclose this Mortgage.

TO HAVE AND TO HOLD all and singular the Property, and the rents, issues and profits thereof, unto the MORTGAGEE, in fee simple and forever.

AND THE MORTGAGOR does covenant with the MORTGAGEE, that the MORTGAGOR is indefeasibly seized of the Property in fee simple; that the MORTGAGOR has full power and lawful right to convey the Property in fee simple as aforesaid; that it shall be lawful for the MORTGAGEE, at all times peaceably and quietly, to enter upon, hold, occupy and enjoy the Property; that the Property is free and clear of all liens and encumbrances, except as set forth on Exhibit "B" attached hereto and made a part hereof; that the MORTGAGOR will make such further assurances to perfect the fee simple title to the Property in the MORTGAGEE, as may be reasonably required; and that the MORTGAGOR does hereby fully warrant the title to the Property and will

defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if MORTGAGOR shall faithfully perform each and every obligation provided for in any note or other evidence of indebtedness, now or hereafter executed by MORTGAGOR in favor of MORTGAGEE, and any renewals, modifications or extensions thereof, and if MORTGAGOR shall repay any and all obligations now due or to become due to MORTGAGEE, regardless of however or whenever created, and if MORTGAGOR shall fully and completely perform all covenants, stipulations and agreements contained herein, then this Mortgage and the estate hereby created shall cease and be null and void.

AND the MORTGAGOR hereby covenants and agrees:

1. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained in this Mortgage, or in any other documentation executed in connection herewith.

2. To pay all obligations to MORTGAGEE promptly and in accordance with the terms and provisions of any documentation evidencing such obligations.

3. To pay all and singular all installments of taxes and assessments and levies, liabilities, obligations and encumbrances of every nature on the Property, and if the same be not promptly paid the MORTGAGEE may at any time pay the same without waiving or affecting the option to foreclose or any other right hereunder, and every payment so made shall bear interest from the date thereof, at the maximum lawful rate in effect from time to time; provided, however, that MORTGAGOR shall not be required to pay and discharge, or to cause to be paid and discharged, any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings, in which event MORTGAGOR shall set aside on its books adequate reserves with respect to any such tax, assessment, charge, levy or claim so contested in accordance with generally accepted accounting principles or, if required by MORTGAGEE, MORTGAGOR shall deposit with MORTGAGEE the amount of such contested tax, assessment, charge, levy or claim, together with penalties and interest thereon which would accrue while same is being contested.

4. To deliver to the MORTGAGEE, each year before they are delinquent, tax receipts evidencing the payment of all lawfully imposed taxes upon the Property, except to extent being contested as provided in Paragraph 3 above; and, to deliver to the MORTGAGEE receipts evidencing the payment of any installments due for liens for public improvements within thirty (30) days before the same shall become delinquent.

5. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, whether incurred at trial or appellate level, and court costs reasonably incurred or paid at any time by MORTGAGEE, because of the failure on the part of the MORTGAGOR to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of this Mortgage, and every such payment shall bear interest from the date thereof at the maximum lawful rate in effect, from time to time, and shall be secured by the lien of this Mortgage.

6. (a) To keep the buildings on the Property insured by policies in form and substance approved by MORTGAGEE, in amounts not less than 100% of the full insurable value thereof, as determined from time to time, but in any event, said amounts shall never be less than the principal amount outstanding under the Loan, from time to time, for the benefit of MORTGAGEE, with companies approved by MORTGAGEE, with a Best rating of B+/Class VIII or better against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke, and such other risks and perils as MORTGAGEE,

in its discretion, may require. Regardless of the types or amounts of insurance required and approved by the MORTGAGEE, the MORTGAGOR will assign and deliver to the MORTGAGEE all policies of insurance which insure against any loss or damage to the Property as collateral and further security for the payment of money secured by this Mortgage, with all losses being payable to the MORTGAGEE, pursuant to the New York Standard or other mortgagee clause, without contribution, satisfactory to the MORTGAGEE. If the MORTGAGOR defaults in so insuring the Property, or in so assigning and delivering the policies, the MORTGAGEE may, at the option of the MORTGAGEE, effect such insurance from year to year and pay the premiums therefore, and the MORTGAGOR will reimburse the MORTGAGEE on demand for any premiums so paid, with interest at the highest lawful rate in effect from time to time and the same shall be secured by this Mortgage. All insurance proceeds shall be received by the MORTGAGEE on account of the damage or destruction of the Property (less the actual costs, fees and expenses incurred in the collection thereof), and shall be paid over to the MORTGAGEE and applied, by MORTGAGEE to payment of the obligations secured by this Mortgage, in such order as MORTGAGEE, in its sole discretion, determines.

(b) Not less than thirty (30) days prior to the expiration dates of each policy required of the MORTGAGOR pursuant to this paragraph, the MORTGAGOR will deliver to the MORTGAGEE a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the MORTGAGEE.

(c) In the event of a foreclosure of this Mortgage, the purchaser of the Property shall succeed to all the rights of the MORTGAGOR, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the MORTGAGEE pursuant to the provisions of this paragraph.

(d) In addition to the foregoing, MORTGAGOR shall obtain and carry, for the benefit of itself and MORTGAGEE, fire and extended coverage insurance (assuming there are improvements on the Property), and such other hazard insurance and general public liability insurance in which both the MORTGAGOR and MORTGAGEE are named as insured, with such companies, on such terms, in such amounts, in such form and for such periods, as MORTGAGEE shall, from time to time, approve. Such policy shall also be endorsed to cover the liability of the MORTGAGEE with respect to damages arising from any loss or damage sustained by any person while on the Property. Evidence of the payment of premiums for this policy, satisfactory to MORTGAGEE, shall be timely deposited with MORTGAGEE and each such policy shall be non-cancellable without at least thirty (30) days advance written notice to MORTGAGEE. MORTGAGEE shall receive the replacement or renewal policy from the MORTGAGOR at least thirty (30) days prior to the expiration of any expiring policy.

(e) No settlement of any loss made between the insurance company and the MORTGAGOR shall be valid unless agreed to in writing by the MORTGAGEE. If any checks or vouchers are made payable to the MORTGAGOR, or jointly to the MORTGAGEE and the MORTGAGOR, then the MORTGAGEE is hereby authorized and instructed to endorse the MORTGAGOR's name thereon in order that such voucher or check may be negotiated and collected. The right conferred by this paragraph to make such collections of the moneys payable under said insurance policies, and to endorse vouchers or checks in the name of the MORTGAGOR, shall not in anywise be affected by any defeasance clause of this indenture, but the same is granted irrespective of such defeasance clauses, and to the same extent as though conferred by a separate instrument.

(f) In the event that any insurance on the Property is voided, for any reason whatsoever, and not replaced prior to the effective date of such cancellation, then, at the option of the MORTGAGEE, the whole principal sum secured hereby, with interest, shall immediately become due and payable (unless other certified copies of insurance policies acceptable to the MORTGAGEE shall be delivered to the MORTGAGEE prior to the avoidance), to the same extent as though stipulated to be paid on that day, notwithstanding anything herein contained to the contrary.

7. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

8. That no building or other Property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered without the prior written consent of the MORTGAGEE.

9. MORTGAGEE may make or cause to be made reasonable entries upon, and inspections of, the Property, and MORTGAGOR shall pay all costs incurred by MORTGAGEE in making such inspections.

10. MORTGAGOR will execute and deliver promptly to MORTGAGEE on demand at any time or times hereafter, any and all further instruments reasonably required by MORTGAGEE to carry out the provisions of this Mortgage. MORTGAGOR will, without limiting the generality of the foregoing, at any and all times, at its expense, execute, acknowledge, deliver, file and/or record, all and every such further acts, deeds, powers of attorney, conveyances, mortgages, security instruments, documents, and financing assurances in law, as MORTGAGEE shall reasonably require for the better assuring, conveying, pledging, transferring, mortgaging, assigning, and

confirming unto MORTGAGEE all and singular the hereditaments and premises, estates and property hereby, or by subsequent or collateral instruments, conveyed, pledged, transferred or assigned, or intended to be, and for perfecting the security interest of MORTGAGEE in the Property and other items of security and collateral now or hereafter held by MORTGAGEE pursuant to this Mortgage, and pay any and all requisite stamp taxes, recording charges, filing fees, intangible taxes and other taxes legally due and required thereon.

11. MORTGAGOR will provide MORTGAGEE with a current survey of the real property encumbered by this Mortgage, prepared and certified by a registered surveyor or engineer showing access to the Property and disclosing no condition which would prevent title to the Property from being good and marketable as a fee simple title, together with a Mortgagee Title Insurance Policy in the amount of the Loan, issued by a title insurance company acceptable to MORTGAGEE and insuring this Mortgage as a first and valid mortgage as to the Property, subject only to such exceptions, if any, which are acceptable to MORTGAGEE.

12. MORTGAGOR will pay all costs and expenses reasonably incurred by MORTGAGEE in the preparation and recording of this Mortgage, and all ancillary documents executed in connection herewith, or in connection with the Loan, including, without limitation, any intangible tax, documentary stamp tax, recording and filing fees and premiums for any required Mortgagee Title Insurance Policy, as well as the attorney's fees for special counsel for MORTGAGEE. MORTGAGOR shall further pay the cost of releasing or satisfying this Mortgage of record.

13. All right, title and interest of the MORTGAGOR in and to all extensions, improvements, betterment, renewals, substitutions and replacements of, and all additions and appurtenances to the Property then subject to the lien hereof, hereafter acquired by MORTGAGOR, or constructed, assembled or placed on the Property, and all conversions of the security constituted thereby, immediately upon such acquisition, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by MORTGAGOR or any other party, shall become subject to the lien of the Mortgage, as fully and completely, and with the same effect as though now owned by the MORTGAGOR, and specifically described in the Granting Clause hereof; but, at any and all times, MORTGAGOR will execute and deliver to the MORTGAGEE any and all such further assurances, mortgages, conveyances or assignments thereof as the MORTGAGEE may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of the Mortgage.

14. MORTGAGOR and MORTGAGEE agree that this Mortgage shall constitute and shall be construed as a Security Agreement under the terms of the Uniform Commercial Code (hereinafter in this Paragraph referred to as the "Code") as adopted by the State of Florida, from time to time, with respect to any property included in the definition of the word "Property", which property may not be deemed to form a part of the real property described in Exhibit "A" hereto or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (all of said property described above, and the replacements, substitutions and additions thereto together with the proceeds thereof being hereinafter collectively referred to as the "Collateral"), and that a first and continuing security interest in and to the Collateral located on the Property, is hereby granted to the MORTGAGEE, and the Collateral and all right, title and interest of MORTGAGOR therein, are hereby assigned to the MORTGAGEE, all to secure payment of the

Loan, and to secure performance by the MORTGAGOR of the terms, covenants and provisions hereof. Upon occurrence of a default under this Mortgage, the MORTGAGEE, pursuant to the appropriate provisions of the Code, shall have the right, in addition to all other rights, to proceed with respect to the Collateral in accordance with its rights and remedies as a Secured Party under the Code. The parties agree that, in the event the MORTGAGEE shall elect to proceed with respect to the Collateral separately from the real property, five (5) days written notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the MORTGAGEE shall include, but shall not be limited to, reasonable attorneys' fees and legal expenses incurred by MORTGAGEE. MORTGAGOR shall, from time to time, on request of the MORTGAGEE, deliver to the MORTGAGEE an inventory of the Collateral in reasonable detail. MORTGAGOR covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefore or additions thereto, unless the MORTGAGEE otherwise consents, will be, free and clear of any other liens, encumbrances or security interests.

15. This Mortgage shall secure not only the existing indebtedness of MORTGAGOR, but also such future advances, whether such advances or obligations are to be made at the option of the MORTGAGEE or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances to MORTGAGOR were made on the date of the execution of this Mortgage, and although there may be no advances at the time of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereunder may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **TWELVE MILLION TWO HUNDRED TEN THOUSAND and No/100 *** Dollars ($12,210,000.00)**, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property covered by this Mortgage with interest on such disbursements, and attorneys' fees, court costs and expenses. Nothing herein contained shall be deemed an obligation on the part of MORTGAGEE to make any future advances.

16. If all or any part of the Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of MORTGAGEE, become immediately due and payable. MORTGAGEE shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, pertaining to the Property, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the MORTGAGOR's name, any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds and any other payments or relief, and the right thereto are hereby assigned by the MORTGAGOR to the MORTGAGEE, who, after deducting therefrom all its expenses, including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the MORTGAGEE shall determine, to the reduction of the sums secured hereby, and to any prepayment charge provided in this Mortgage or any other instrument evidencing or securing the Loan. Any balance of such monies

then remaining shall be paid to the MORTGAGOR. The MORTGAGOR agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as the MORTGAGEE may require.

17. MORTGAGOR will pay unto the MORTGAGEE together with, and in addition to, its payments of principal and interest under the Loan, until the Loan is fully paid, a sum equal to one - twelfth (1/12th) of the annual amount necessary to pay all taxes and assessments against the Parcel I Property, said monthly sum to be estimated solely by MORTGAGEE and calculated to be an amount not less than the amount of taxes assessed against the Property for the previous year. MORTGAGOR shall pay unto MORTGAGEE, in addition to its payments of principal and interest under the Loan, a sum equal to one twelfth (1/12th) of the yearly insurance premiums for the Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of MORTGAGEE, and no interest shall be payable in respect thereof. If MORTGAGOR fails to pay or provide MORTGAGEE with proof of payment of same, MORTGAGEE may require that MORTGAGOR pay unto the MORTGAGEE, a sum equal to one twelfth (1/12th) of the annual amount necessary to pay all taxes and assessments and the insurance premiums for the Property. Upon demand by MORTGAGEE, MORTGAGOR shall deliver to MORTGAGEE such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable MORTGAGEE to pay such taxes, assessments or premiums when due. In the event of default under any of the terms, covenants and conditions in this Mortgage, or any other instrument evidencing or securing the Loan, to be performed or observed by MORTGAGOR, MORTGAGEE may apply to the reduction of the sums secured hereby, in such manner as MORTGAGEE shall determine, any amount under this paragraph remaining to MORTGAGOR's credit and any return premium received from cancellation of any insurance policy by MORTGAGEE upon foreclosure of this Mortgage.

18. This Mortgage secures payment and performance of all obligations of MORTGAGOR to MORTGAGEE under the Loans, and all documentation executed by MORTGAGOR in favor of the MORTGAGEE in connection therewith, including any amendments, renewals, modifications, extensions of any of the foregoing, including any amendments, renewals, modifications and extensions that increase the amount of principal secured by this Mortgage or the rate of interest charged on any of such obligations which is likewise secured hereby. It is understood and agreed by and between the parties hereto that any default under the Note, or the Loan Documentation, or under any loan or extension of credit at anytime outstanding, whether now existing or hereafter created, from MORTGAGEE in favor of MORTGAGOR, or any other endorser or guarantor of such obligations, shall constitute an event of default under the Loans and shall entitle MORTGAGEE to exercise any and all of its rights and remedies as may be set forth herein or in any documentation executed in connection herewith, including, but not limited, the right to accelerate repayment of the Loans and demand payment in full of the outstanding principal balances thereunder together with all accrued and unpaid interest thereon.

19. The MORTGAGOR further covenants and agrees that MORTGAGOR will not at any time insist upon, plead, or in any manner whatever, claim or take advantage or benefit of any stay, exemption or extension now, or at any time hereafter, in force which may affect the covenants and terms of performance of or lien of or proceedings under this Mortgage, nor will the MORTGAGOR claim, take or insist upon any advantage or benefit of any law, now or hereafter in force, providing for the valuation or appraisement of the Property, or any part thereof, prior to any sale thereof; and,

furthermore, the MORTGAGOR agrees that MORTGAGOR will not hinder, delay or impede the execution of any power herein granted, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

20. In the event of a transfer, sale, lease or conveyance of the Property, or any interest therein, or in the event any additional mortgage or encumbrance is placed upon the Property, without the prior written consent of MORTGAGEE, payment of the entire indebtedness secured by the Mortgage shall be accelerated and become due and payable in full. Any written waiver of acceleration may be conditioned upon the payment of a transfer fee or a change in loan charges and payment terms, but MORTGAGEE shall be under no obligation to agree to such a waiver. Any payments due hereunder received and applied by MORTGAGEE following a transfer, conveyance or encumbrance without MORTGAGEE's knowledge and written consent shall not estop MORTGAGEE from accelerating the Loan.

21. Any one of the following events by MORTGAGOR, or any guarantor or endorser of the Loan (collectively the "OBLIGOR"), which is not cured within any applicable cure period, shall constitute an event of default hereunder:

(a) a default in the payment of any installment of principal or interest within ten (10) days of any due date under the Loan, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by MORTGAGOR hereunder, or under any other instrument securing the Loan;

(b) any material misrepresentation in any financial statements, reports or certificates submitted to MORTGAGEE by any OBLIGOR in connection with MORTGAGOR's application for the Loan;

(c) if any OBLIGOR seeks, consents or acquiesces in the appointment of any receiver, trustee, master or liquidator of itself, or all or a substantial part of any such OBLIGOR's assets, of the Property, or of any or all of the rents, revenues, issues, earnings, profits or income of the Property;

(d) if any OBLIGOR be adjudicated bankrupt or insolvent;

(e) if any OBLIGOR files a voluntary petition in bankruptcy;

(f) if any OBLIGOR generally fails to pay its debts as they become due;

(g) if any OBLIGOR makes a general assignment for the benefit of creditors;

(h) if any OBLIGOR files a petition or answer seeking or acquiescing in any reorganization, management, readjustment, liquidation, dissolution, or arrangement or similar relief for itself, with creditors, or to take advantage of any law relating to bankruptcy, insolvency or other relief for debtors;

(i) if any OBLIGOR files an answer admitting the material allegations of a petition filed against such OBLIGOR in any bankruptcy, reorganization or insolvency proceeding;

(j) if any OBLIGOR takes such action for the purpose of effecting any of the foregoing;

(k) if any OBLIGOR has any order, judgment or decree entered upon an application of a creditor of such OBLIGOR by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of such OBLIGOR's assets;

(l) the occurrence of an event which constitutes a default under any agreement,

note or other evidence of indebtedness executed by any OBLIGOR in favor of the MORTGAGEE which is not cured within any applicable grace period;

(m) any failure to observe or perform any covenant, condition or agreement contained in this Mortgage, or under any instrument or document evidencing or securing the Loan, or executed in connection therewith;

(n) any breach of any warranty or material untruth or any representation of any OBLIGOR contained in this Mortgage, or any other instrument evidencing or securing the Loan;

(o) any material adverse change in the financial condition of any OBLIGOR;

(p) the entry of any judgment against any OBLIGOR, which is not satisfied, bonded off, or otherwise discharged or disposed within thirty (30) days of the date of entry thereof;

(q) if any OBLIGOR has concealed, removed, or permitted to be concealed or removed, any part of its properties or assets, with intent to hinder, delay or defraud its creditors, or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid;

(r) the taking of possession of any substantial part of the property of any OBLIGOR at the instance of any governmental authority;

(s) the death, dissolution, merger, change in principal ownership or control or corporate structure, consolidation or reorganization of any OBLIGOR without the prior written consent of Mortgagee;

(t) the issuing of any attachment or garnishment, or the filing of any lien against any property of any OBLIGOR; or,

(u) the occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Property.

(xxii) In the event MORTGAGOR shall fail to make full and timely payments unto MORTGAGEE of all obligations due under any note or other evidence of indebtedness executed by MORTGAGOR with or to MORTGAGEE, or any renewals, extensions or modifications thereof, regardless of however or whenever created, or if MORTGAGOR shall fail to fully and faithfully perform each and every covenant and provision of this Mortgage, and each and every obligation provided for in any documentation executed in connection herewith, which is not cured within any applicable grace, notice or cure period, then the amount due hereunder shall be equivalent to any balance in default by MORTGAGOR to the MORTGAGEE, as the case may be, together with interest, court costs and reasonable attorneys' fees, including attorneys' fees incurred in any appellate, bankruptcy or insolvency proceedings.

(xxiii) If any sums due from MORTGAGOR be not promptly paid when due, or if the terms and provisions of this Mortgage are not fully performed, complied with and abided by, or if an event of default has occurred, then the entire principal balance owing by MORTGAGOR shall forthwith or thereafter, at the option of the MORTGAGEE, become immediately due and payable, without demand or notice, together with any accrued interest and any other sums secured hereby, at the maximum lawful rate in effect from time to time, anything herein to the contrary notwithstanding; and, MORTGAGEE may foreclose this Mortgage in accordance with procedures established by law,

and have the Property sold to satisfy or apply to the indebtedness hereby secured.

(xxiv) Upon an event of default, and in addition to any other remedies afforded to MORTGAGEE under any other documentation executed by MORTGAGOR in favor of MORTGAGEE, MORTGAGEE may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to:

(a) enforce payment of the Loan, the performance of any term hereof, or any other right;

(b) foreclose this Mortgage and sell, as an entirety or in separate lots or parcels, the Property, under the judgment or decree of a court or courts of competent jurisdiction;

(c) collect all rents, issues, profits, revenue, income and other benefits from the Property;

(d) appoint a receiver to enter upon and take possession of the Property, to collect all rents, issues, profits, revenue, income, and other benefits thereof, and to apply the same as a court may direct with such receiver having all rights and powers permitted under law; and,

(e) pursue any other remedy available to MORTGAGEE, including, but not limited to, taking possession of the Property.

MORTGAGEE shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as MORTGAGEE may determine.

22. During the continuance of any default hereunder, the MORTGAGEE, by its employees, agents or attorneys, may enter into and upon all or any part of the Property. MORTGAGEE may exclude the MORTGAGOR, its agents and servants wholly therefrom; and, having and holding the same, may lease, operate or manage and control the Property and conduct the business thereof, either personally or by its superintendents, Presidents, agents, servants, attorneys, or receivers. Upon every such entry, the MORTGAGEE, at the expense of the Property or the MORTGAGOR, from time to time, either by purchase, repairs or construction, may maintain and restore the Property, may complete the construction or development of the improvements and in the course of such completion, may make such changes in the contemplated improvements as it may deem desirable, and may insure the same. From time to time, at the expense of the Property or the MORTGAGOR, the MORTGAGEE may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as MORTGAGEE may deem advisable. In every such case the MORTGAGEE shall have the right to manage and operate the Property and to carry on the business thereof and exercise all rights and powers of the MORTGAGOR with respect thereto either in the name of the MORTGAGOR or otherwise as it shall deem best. MORTGAGEE shall be entitled to collect and receive all earnings, revenues rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of the MORTGAGOR. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of the MORTGAGEE and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the

MORTGAGEE shall apply the monies arising as aforesaid, first to the payment of the principal under the Loan and interest thereon, when and as the same shall become payable, and second, to the payment of any other sums required to be paid by the MORTGAGOR hereunder.

23. In order to accelerate the maturity of the indebtedness secured by this Mortgage because of the failure of MORTGAGOR to pay any tax, assessment, insurance premium, or any other obligation upon the Property, as herein provided, it shall not be necessary that the MORTGAGEE shall first pay same.

24. Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under this Mortgage accrued or thereafter accrued. No waiver by the MORTGAGEE of any default shall be construed as a waiver thereof, or of any other default or of the same default on a future occasion, nor shall same constitute acquiescence therein. No delay or omission on the part of the MORTGAGEE in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the MORTGAGEE of any right, power or remedy shall preclude any other or future exercise thereof or the exercise of any other right or remedy. The MORTGAGEE may, at any time, without notice to or consent of any person, grant to MORTGAGOR, or to any other OBLIGOR, any modification of any kind or nature whatsoever, or allow any release or releases, change or changes, substitution or substitutions of any portion of the Property, or any other collateral, either with or without any consideration therefor, without in any manner affecting the liability of any OBLIGOR, for the payment of any or all of the obligations secured hereby, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the Property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by MORTGAGEE. The provisions of this Mortgage, and MORTGAGEE's rights and remedies arising hereunder, or permitted by law, are separate, distinct, cumulative, and concurrent and shall be in addition to any other right, power and remedy contained in any note, guaranty or other instrument now or hereafter secured hereby, or now or hereafter existing at law, in equity or pursuant to statute. MORTGAGEE shall have all of the benefits, rights and remedies of and under any note, guaranty, or other instrument secured hereby. Except to the extent of any express provision hereof or modification or change to the contrary, in writing, signed by MORTGAGEE, all such covenants and agreements shall survive the execution, delivery and recording hereof, and of any and all further instruments executed pursuant hereto. The selection of one remedy shall not preclude the selection of another or other remedies until MORTGAGEE shall have recovered all sums due it, together with the appropriate interest thereon, and all costs of collection, including, but not limited to, attorneys' fees in any original, appellate or bankruptcy proceedings.

25. If at any time after a default hereunder in the opinion of the MORTGAGEE, a receivership may be necessary to protect the Property, its rents, issues, profits, produce or revenues, whether before or after maturity of the indebtedness hereby secured, or at the time of, or after the institution of, suit to collect such indebtedness, or to enforce this Mortgage, the MORTGAGEE shall, as a matter of strict right, and regardless of the value of the mortgage security for the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment of a receiver, by any court having jurisdiction. Such receiver would take charge of, manage, preserve, protect and operate the Property; collect the rents,

issues, profits, income and revenues thereof; make all necessary or needful repairs; pay all taxes and assessments against the Property, as well as insurance premiums for insurance thereof and all other necessary or required expenses. After the payment of the expenses of the receivership and management of the Property, such receiver would apply the net proceeds in reduction of the indebtedness hereby secured, or in such manner as the court shall direct. Such receivership shall, at the option of the MORTGAGEE, continue until full payment of all sums hereby secured, or until title to the Property shall have passed by sale under this Mortgage.

26. In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Property may be sold in one parcel and as an entirety or in such parcels, and in such manner or order, as the MORTGAGEE, in its sole discretion, may elect.

27. If any action or proceeding shall be commenced by any person other than MORTGAGEE with respect to the Property, to which action or proceeding MORTGAGEE is made a party, or in which it shall become necessary to defend or uphold the lien hereof, all sums paid by MORTGAGEE for the expense of any litigation to prosecute, or defend, the rights and liens created hereby, including, but not limited to, reasonable attorneys' fees, shall be paid by MORTGAGOR, together with interest thereon at the maximum interest rate in effect from time to time, and any such sum, and the interest thereon, shall be a claim upon the Property, and shall be deemed to be secured hereby. The sums so paid or incurred by MORTGAGEE shall be paid by MORTGAGOR to the MORTGAGEE within thirty (30) days of MORTGAGEE's request for reimbursement, and the failure or omission of MORTGAGOR to do so shall entitle MORTGAGEE either to add such sums to the principal indebtedness of this Mortgage and the notes or obligations it secures, or, at its option, to declare all indebtedness secured hereby to be in default, thereupon maturing all of the unpaid indebtedness, including the sums advanced hereunder, or both.

28. In the event that MORTGAGEE consents to any further encumbrance on the Property, MORTGAGOR represents and warrants that it will perform and fulfill promptly all covenants contained in any inferior mortgage(s) on any and all of the Property. If MORTGAGOR shall fail to do so, MORTGAGEE may, at its election, perform or fulfill such covenant, without waiving or affecting the option to foreclose or any other right hereunder, and the cost thereof, together with interest from the date of payment at the maximum lawful rate in effect from time to time shall be secured hereby. The failure of MORTGAGOR to pay any inferior mortgage(s) when due and in accordance with its terms, or MORTGAGOR's failure to abide by the terms of any inferior mortgage(s) shall be deemed a breach of this Mortgage, and the MORTGAGEE, at its option, may immediately, or thereafter, declare this Mortgage and all indebtedness secured hereby to be due and payable. MORTGAGOR shall not apply for, accept or cause to be made, future advances under any inferior mortgage(s) so long as this Mortgage remains in force. MORTGAGOR acknowledges and agrees that, in the event it breaches this covenant, same shall be an event of default under this Mortgage and in such event, MORTGAGEE shall have the right to exercise those remedies provided for herein. Notwithstanding anything contained herein to the contrary, MORTGAGEE's consent to MORTGAGOR placing any further encumbrances on the Property shall not constitute a waiver of any of MORTGAGEE's rights under the Mortgage and nothing contained herein shall be construed to evidence MORTGAGEE's consent to any such further encumbrance nor obligate MORTGAGEE to grant such consent if requested by MORTGAGOR.

29. This Mortgage shall be governed by and construed in accordance with the laws of the state of Florida. Wherever possible, each provision hereof shall be interpreted in such a manner so

as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof. It is not the intention of the parties hereto to make any agreement which shall be violative of the laws relating to usury. In the event any provision hereof or any of the existing or any further loans and security instruments and agreements between the parties may be construed to require the payment of interest on money borrowed at a rate in excess of the maximum lawful rate of interest in effect from time to time, any such excess shall be and is hereby waived.

30. Any notice, demand or communication required or permitted to be given hereunder shall be in writing, and shall be sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as indicated on page one hereof or at such other address as a party may, from time to time, designate by written notice to the other.

31. MORTGAGOR expressly represents to MORTGAGEE that, to the best of its knowledge, the Property or any part thereof, has not in the past been used for handling, storage, transportation, or disposal of hazardous or toxic materials in violation of any applicable federal or state laws or regulations. MORTGAGOR shall not use, generate, manufacture, store or dispose of, on, under or about the Property, or transport to or from the Property, any flammable explosives, radioactive materials, including any substances defined as, or included in the definition of, "hazardous substances, hazardous waste, hazardous materials, and toxic substances" under any applicable federal or state laws or regulations in effect during the term of this Mortgage (collectively the "Hazardous Materials"). MORTGAGOR covenants that MORTGAGOR is in compliance with and maintains compliance with all the provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("SUPERFUND") Act of 1980, Pollution Spill Prevention and Control Act, Florida Statutes Chapter 376, and Florida Air and Water Pollution Control Act, Florida Statutes Chapter 403, and other similar federal, state and local statutory schemes imposing liability on MORTGAGOR.

MORTGAGOR hereby agrees to indemnify MORTGAGEE and hold MORTGAGEE harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees, paralegal charges and expenses, arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or releases or discharges of Hazardous Materials on, under or from the Property; (b) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Mortgage, and whether by MORTGAGOR, or any predecessor in title, or any employees, agents, contractors or subcontractors of MORTGAGOR or any predecessor in title, or third persons at any time occupying or present on the Property in connection with the treatment, decontamination, handling, removal, storage, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property; or, (c) any breach of the covenants contained in this paragraph. The foregoing indemnity shall further apply to any residual contamination on or under the Property or affecting any natural resources, any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any such activities were, or will be, undertaken in accordance with applicable laws, regulations, codes and ordinances. The obligation

of MORTGAGOR to indemnify and hold harmless hereunder shall survive any foreclosure of this Mortgage or any transfer of the Property by deed in lieu of foreclosure, and shall further survive repayment of the Loan.

MORTGAGEE shall have the right, in its sole discretion, to require MORTGAGOR to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at MORTGAGOR's expense) an environmental audit and, if deemed necessary by MORTGAGEE, an environmental risk assessment, each of which must be satisfactory to MORTGAGEE, of the Property, hazardous waste management practices and/or hazardous waste disposal sites used by MORTGAGOR, if any, and of compliance with all permits, consent orders, licenses, approvals, permissions or any of the like required for the operation of the Property or any business, process or activity thereon. Said audit and/or risk assessment must be by an environmental consultant satisfactory to MORTGAGEE. Should MORTGAGOR fail to perform said environmental audit or risk assessment within thirty (30) days of the MORTGAGEE's written request, MORTGAGEE shall have the right, but not the obligation, to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by MORTGAGEE in the exercise of such rights shall be secured by this Mortgage and shall be payable by MORTGAGOR upon demand, or charged to MORTGAGOR's loan balance at the sole discretion of MORTGAGEE.

Any breach of any warranty, representation, covenant or agreement contained herein shall be an event of default hereunder and shall entitle MORTGAGEE to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

32. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the MORTGAGEE requires same in its sole discretion but not more than once per calendar year, within sixty (60) days from MORTGAGEE's written request to MORTGAGOR therefor, MORTGAGEE shall procure, at MORTGAGOR's sole cost and expense, a current appraisal of the Property, from an appraiser designated by MORTGAGEE, and in form and substance as required by MORTGAGEE. MORTGAGOR shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal, including, but not limited to, providing to the appraiser reasonable access to the Property and its tenants and such other information reasonably requested by the appraiser to complete the appraisal. MORTGAGOR's failure to promptly and fully comply with MORTGAGEE's requirements under this paragraph, shall, without further notice, constitute an event of default under this Mortgage and the other loan documents executed in connection herewith.

33. MORTGAGOR, whether or not a Florida resident, hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought upon to enforce this Mortgage or the Loan. The MORTGAGOR specifically authorizes any such action to be instituted and prosecuted in either the Circuit Court of Broward County, Florida, or the applicable United States District Court for the State of Florida, at the election of MORTGAGEE, where venue would lie and be proper against MORTGAGOR.

34. In addition to all of the terms, covenants and conditions contained herein, this Mortgage shall further be subject to the terms and conditions contained in that certain Commitment Letter dated December 14, 2021 and that certain Loan Agreement of even date herewith and in any other documentation executed and/or delivered in connection therewith and a default under any of

the foregoing shall constitute a default hereunder, in which event, MORTGAGEE may exercise any and all of its rights and remedies hereunder.

35. MORTGAGEE shall provide MORTGAGOR with written notice of any non-monetary defaults under the Loan Documents, other than with respect to those events of non-monetary default under any of the Loan Documents which specifically provide for a time frame within which MORTGAGOR may effectuate a resolution thereof. MORTGAGOR shall have thirty (30) days from the date of such notice within which to effectuate a cure thereof.

36. MORTGAGOR HEREBY, AND MORTGAGEE BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE ENTERING INTO THE LOAN WITH MORTGAGOR.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto executed these presents the day and year first above written.

WITNESSES AS TO MORTGAGOR:

Print Name: Vladimir G. Diaz

Print Name: Sara L. Diaz

MORTGAGOR:

ASTRID 10 LLC, a Florida limited liability company

By: MARC EISENMANN, Manager

STATE OF FLORIDA }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of January, 2022 by MARC EISENMANN, as the Manager of ASTRID 10 LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.

VLADIMIR G DIAZ
Notary Public - State of Florida
Commission # GG 347954
My Comm. Expires Oct 18, 2023
Bonded through National Notary Assn.

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
My Commission Expires: 10/18/23
Serial Number, if any: GG 347954
My commission expires:

[SEAL]

[SIGNATURE PAGE TO MORTGAGE)

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

EXHIBIT "B"
LIENS AND ENCUMBRANCES

ALL MATTERS AS SET FORTH ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT ISSUED BY LANDMARK ABSTRACT AGENCY LLC

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, Fl 33133

ASSIGNMENT OF
LEASES, RENTS AND PROFITS

25th THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made this 25th day of January, 2022, by and between ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASSIGNOR"), and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as "ASSIGNEE"). "ASSIGNOR" and "ASSIGNEE", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

WITNESSETH:

A. ASSIGNEE has agreed to make loans and extensions of credit (the "Loan") in favor of ASSIGNOR, to be evidenced by a promissory note of even date herewith executed by ASSIGNOR in favor of ASSIGNEE, in the principal amount of SIX MILLION ONE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS ($6,105,000.00).

B. ASSIGNOR is the owner of real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and has, simultaneously herewith, executed and delivered in favor of ASSIGNEE a Mortgage (the "Mortgage") encumbering said Property as security for payment of the Loan.

C. As additional security for payment of the Loan, and any renewals, extensions or modifications thereof, and to further secure performance of ASSIGNOR's obligations under the Mortgage, ASSIGNEE has requested that ASSIGNOR assign ASSIGNOR'S lessor's interest in all present and future leases incident to the Property.

NOW, THEREFORE, in order to induce ASSIGNEE to extend the Loan to ASSIGNOR, and to further secure ASSIGNOR'S obligations to ASSIGNEE, it is agreed by and between the parties hereto as follows:

1. ASSIGNOR does hereby sell, transfer and assign to ASSIGNEE all of the right, title and interest of ASSIGNOR in and to the rents, issues, profits, revenues, royalties, proceeds, rights and benefits from the Property (hereinafter collectively referred to as the "Rents"), and to that end ASSIGNOR hereby assigns and sets over unto the ASSIGNEE all leases (the "Leases") incident to the Property, whether now made, executed or delivered, or to be hereafter made, be the same written or verbal.

2. ASSIGNOR does hereby authorize and empower ASSIGNEE to collect said Rents as they shall become due, and does hereby direct the lessees (the "Lessees") under the Leases to pay such Rents as they may now be due and payable, or as they shall hereafter become due and payable, to ASSIGNEE, which payments shall be applied by ASSIGNEE in reduction of principal and interest payments under the Loan. The parties hereto agree that this Assignment shall constitute a present and absolute assignment, not merely the granting of a security interest; however, ASSIGNOR shall have the right to collect such Rents until there has been a default by ASSIGNOR in the payment of the Loan, or a default under the terms and provisions of this Assignment, or any other agreements or security instruments entered into by and between ASSIGNOR and ASSIGNEE; but that such privilege to collect, or continue collecting, as aforesaid, by ASSIGNOR, shall not operate to permit the collection by ASSIGNOR of any installment of Rent in advance of the date prescribed for the payment thereof.

ASSIGNOR covenants and agrees that the affidavit, certificate, letter or written statement of any officer or agent of ASSIGNEE stating that ASSIGNOR has not fully satisfied all obligations to ASSIGNEE, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. ASSIGNOR hereby authorizes and directs the Lessees that, upon receipt from ASSIGNEE of written notice of any default by ASSIGNOR in any of the covenants of any agreements executed in connection with any loans or extensions of credit from ASSIGNEE to ASSIGNOR, or that a default exists under this Assignment, said Lessees are to pay over to ASSIGNEE all Rents arising and accruing under said Leases, or from the premises described therein, and to continue to do so until otherwise notified by ASSIGNEE.

3. ASSIGNOR hereby constitutes and appoints ASSIGNEE, its true, lawful and irrevocable attorney-in-fact, to demand, receive and enforce payment, and to give receipts, releases, satisfactions for, and to sue for all monies payable to ASSIGNOR, and this may be done either in the name of ASSIGNOR or in the name of ASSIGNEE with the same force and effect as ASSIGNOR could do if this Assignment had not been made. ASSIGNOR also hereby authorizes ASSIGNEE, upon ASSIGNOR's default under any agreements between the parties, to take over and assume such management, operation and maintenance of the leased premises as may be required by the Leases, and to perform all acts necessary and proper, and to expend such sums out of the income from the Leases as may be needed in connection therewith, in the same manner and to the same extent as ASSIGNOR theretofore might do, including the right to effect new leases, to alter or amend the terms of existing Leases, or to renew any existing Leases. ASSIGNOR hereby releases all claims against ASSIGNEE arising out of the management, operation and maintenance of the leased premises, excepting the liability of ASSIGNEE to apply the monies collected, after payment of all expenses and fees, in reduction of ASSIGNOR's

obligations under the Loan.

ASSIGNEE, upon taking over and assuming the management, operation and maintenance of any or all of the leased premises, shall, after payment of all proper charges and expenses, including reasonable compensation to such managing personnel as it shall select and employ, after the accumulation of reserve to meet any taxes, assessments, fire and liability insurance premiums, credit the net amount of income received by ASSIGNEE from the leased premises by virtue of this Assignment to any amounts due and owing to ASSIGNEE from ASSIGNOR, but the manner of the application of such net income, and what items shall be credited, shall be determined in the sole discretion of ASSIGNEE. ASSIGNEE shall not be accountable for more monies than it actually receives and collects from the Property, nor shall it be liable for laches or for failure to collect Rents.

ASSIGNEE shall not be obligated to perform or discharge any obligation under the Leases, and ASSIGNOR hereby agrees to indemnify ASSIGNEE against any and all liability, loss or damage which it may incur under the Leases, or under or by reason of this Assignment, and against any and all claims and demands whatsoever which may be asserted against ASSIGNEE by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of any of the Leases.

4. ASSIGNEE shall have and may exercise, with respect to the Leases, any and all rights and remedies of a secured party under the Uniform Commercial Code, and any and all rights and remedies available under any other applicable law. Any notice of sale or disposition or other intended action by ASSIGNEE, with respect to any Leases, sent to ASSIGNOR by Certified Mail, return receipt requested, at the last address for ASSIGNOR in ASSIGNEE's records, at least five (5) days prior to such action, as determined from date of refusal or delivery, shall constitute reasonable notice to ASSIGNOR. ASSIGNOR shall promptly pay all costs of ASSIGNEE for enforcement of its rights hereunder, including reasonable attorney's fees and legal expenses.

5. ASSIGNOR agrees as follows:

a. ASSIGNOR will not agree to, consent to or permit any amendment, modification, termination or assignment of any of the Leases, or enter into any new Leases, without ASSIGNEE'S prior written consent, except as in the ordinary course of business. ASSIGNOR specifically acknowledges and agrees that ASSIGNEE may withhold its consent to any new Leases, if ASSIGNEE in good faith believes that the activities to be conducted on the Property or the tenants in possession under the proposed new Leases, would create increased risk of environmental concerns incident to the Property.

b. ASSIGNOR will keep and perform all of the obligations to be performed on its part under the Leases and will save ASSIGNEE harmless from any failure to do so.

c. Notwithstanding this Assignment, or any notice thereof, the ASSIGNEE shall not be obligated to perform any of the obligations on the part of ASSIGNOR arising under any Leases, nor shall the ASSIGNEE have any liability, whatsoever until such time as ASSIGNEE exercises its rights hereunder.

d. ASSIGNOR will, on request of ASSIGNEE, execute and deliver to ASSIGNEE, in recordable form, separate assignments for each lease presently existing incident to any portion of the Property, and execute and deliver in favor of ASSIGNEE, in recordable form, separate assignments for each lease which relates to any portion of the Property, which are entered into by the ASSIGNOR with third parties subsequent to the date hereof.

6. ASSIGNOR represents and warrants to ASSIGNEE that:

a. It is the owner of all Leases herein assigned, and of the Property which is the subject matter of said Leases, free and clear of any liens or encumbrances, except as set forth on Exhibit "B" attached hereto and made a part hereof, with full right to convey its interest in the same.

b. Said Leases are in full force and effect, and the Lessees therein are not in default under same.

c. Said Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever.

d. ASSIGNOR has not, and will not, execute any other assignment of its interest in said Leases, nor the Rents therefrom, and has not, and will not, hypothecate, mortgage or otherwise encumber said interest.

e. ASSIGNOR will not modify the terms of said Leases, give any consent or exercise any option required or permitted by said Leases, without the prior written consent of ASSIGNEE, except as in the ordinary course of business.

f. In the event of sale by ASSIGNOR of any of the Leases and/or Property to any third party, or to the Lessees thereunder, the proceeds from said sale shall be paid to ASSIGNEE to be applied in reduction of ASSIGNOR'S obligations to ASSIGNEE.

6. ASSIGNOR hereby covenants and agrees with ASSIGNEE that ASSIGNOR will: fulfill or perform every condition and covenant under the Leases to be fulfilled or performed by the ASSIGNOR; give to ASSIGNEE prompt notice of the receipt of any notice of ASSIGNOR's default under any of the Leases received by ASSIGNOR, together with a copy of such notice of default; enforce, short of termination of the Leases, the performance or observance of every covenant and condition under the Leases to be performed or observed by the Lessees; deliver to ASSIGNEE, upon written demand, a statement specifying the Rents derived or received from the Leases, for the period specified in such demand, the disbursements made for such period, and the names of all Lessees, together with true and correct copies of all Leases for which Rent is so accounted; and, at ASSIGNOR's expense, appear in and defend any action growing out of or in any manner connected with any of the Leases, or the obligations or liabilities of the ASSIGNOR, the Lessees, or any guarantor thereunder.

7. This Assignment is intended to be supplementary to, and not in substitution for, or in derogation of, any assignment of Rents contained in the Mortgage, or in any other document executed in connection therewith.

8. Upon repayment in full to ASSIGNEE by ASSIGNOR of the Loan, and when all obligations of ASSIGNOR to ASSIGNEE, however or whenever created, have been satisfied and discharged in full, ASSIGNEE'S security interest in the Leases shall be null and void and shall be reassigned to ASSIGNOR, without recourse, representation or warranty; otherwise, this Assignment shall be and remain in full force and effect.

9. Nothing contained in this Assignment, and no act done or omitted by ASSIGNEE pursuant to the power and rights granted ASSIGNEE hereunder, shall be deemed to be a waiver by ASSIGNEE of its rights and remedies under any agreement entered into by and between the parties

hereto, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by ASSIGNEE under the terms of any of such other agreements. The right of ASSIGNEE to collect such principal sum, interest and indebtedness, and to enforce any other security therefor held by ASSIGNEE, may be exercised by ASSIGNEE either prior to, simultaneously with or subsequent to any action taken by ASSIGNEE hereunder.

10. This Assignment has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. The Uniform Commercial Code shall govern the rights, duties and remedies of the parties, and any provisions herein declared invalid under any law shall not invalidate any other provision of this Assignment.

11. This Assignment shall be construed as a Security Agreement under the provisions of the Uniform Commercial Code as adopted by the state of Florida, from time to time, and ASSIGNEE shall be construed as a Secured Party under said Uniform Commercial Code with a security interest in all the Leases, and all Rents thereunder.

12. In addition to all of the terms, covenants and conditions contained herein, this Assignment shall further be subject to the terms and conditions contained in that certain Commitment Letter dated December 14, 2021 and that Loan Agreement of even date herewith entered into by and between ASSIGNOR and ASSIGNEE and is further subject to the terms and conditions contained in any other loan documentation executed and/or delivered in connection therewith and a default under any of the foregoing shall constitute a default hereunder, in which event, ASSIGNEE may exercise any and all of its rights and remedies hereunder.

13. This Assignment shall inure to the benefit of the ASSIGNEE, its successors and assigns, and shall be binding upon ASSIGNOR, its heirs, legal representatives, successors and assigns. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

WITNESSES AS TO ASSIGNOR:

Print Name: Vladimir G. Diaz

Print Name: Sara L Diaz

ASTRID 10 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager
2012 N. Surf Road
Hollywood, Fl 33019

STATE OF FLORIDA }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of January, 2022 by MARC EISENMANN, as the Manager of ASTRID 10 LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.

VLADIMIR G DIAZ
Notary Public - State of Florida
Commission # GG 347954
My Comm. Expires Oct 18, 2023
Bonded through National Notary Assn.

[SEAL]

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
My Commission Expires: 10/18/23
Serial Number, if any: GG 347954
My commission expires: _____

[ASSIGNMENT OF LEASES, RENTS AND PROFITS]

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

EXHIBIT "B"
LIENS AND ENCUMBRANCES

None

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
LINDA ROTH, ESQ. (305) 774-7070 lr@lindarothlaw.com
B. Email Address

C. SEND ACKNOWLEDGEMENT TO:
Name LINDA ROTH, P.A.
Address 2333 Brickell Avenue
Address Suite A-1
City/State/Zip Miami, FL 33129

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME ASTRID 10 LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 2012 N. Surf Road	This space not available.			
MAILING ADDRESS Line Two	CITY Hollywood	STATE FL	POSTAL CODE 33019	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME PROFESSIONAL BANK				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 396 Alhambra Circle	This space not available.			
MAILING ADDRESS Line Two Suite 255	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL DEBTOR'S PRESENTLY OWNED OR HEREAFTER ACQUIRED FURNITURE, FIXTURES, MACHINERY, EQUIPMENT, APPLIANCES AND ANY OTHER PERSONAL PROPERTY OR FIXTURES OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER LOCATED ON THE REAL PROPERTY MORE PARTICULARLY DESCRIBED IN SECTION 13 HEREOF (THE "PROPERTY") TOGETHER WITH ALL LEASES AND ALL RENTS, ISSUES, PROFITS, REVENUES, ROYALTIES, PROCEEDS THEREOF.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

1900-667

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
ASTRID 10 LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEED of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)

11.a ORGANIZATION'S NAME				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust

☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT "A"

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (the "Agreement") is made and entered into this 25th day of January, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of $1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note").and has a current outstanding principal balance of $ 1, $ 1,476,880.30 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Clerk's File Number 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114601366 of the Public Records

of Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of $1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of $1,013,822.00; as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of $1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of $1,658,758.00 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Clerk's File Number 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Clerk's File Number 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of $1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5 Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of $1,766,800 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, Lender is extending certain loans and extensions of credit to ASTRID 10 in the original principal amount of SIX MILLION ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($6,105,000.00) (the "Astrid 10 Loan") as evidenced by Astrid 10''s execution and delivery of a promissory note (the "Astrid 10 Note") in favor of Lender of even date therewith in said amount.

WHEREAS, to secure repayment of the Astrid 10 Note, Astrid 10 has executed and delivered in favor of Lender a mortgage (the "Astrid 10 Mortgage"), which Astrid 10 Mortgage is being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, as well as an Assignment of Leases, Rents and Profits (the "Astrid 10 Assignment"). which Astrid 10 Assignment is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, and t and UCC-1 Financing Statements which are also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida and with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "Astrid 10 Property").

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, and the Astrid 5 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note,

Astrid 4 Note, and the Astrid 5 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, the Astrid 3 Mortgage, Astrid 4 Mortgage, and the Astrid 5 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, and the Astrid 5 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the First Cross Collateralization and Cross Default Agreement and the Second Cross Collateralization and Cross Default Agreement and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, and Astrid 5 shall hereinafter be collectively referred to as the "Other Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans and the Astrid 10 Loan (the "Guaranties").

WHEREAS, as a condition precedent to the making of the Astrid 10 Loan, Lender requires that the Existing Loans and the Astrid 10 Loan be cross collateralized and cross defaulted with each other.

WHEREAS, it is the parties' intentions that the Existing Loans, and the Astrid 10 Loan be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the Astrid 10 Loan, unless and until the parties hereto enter into and execute this Agreement in order to further secure the timely and complete payment and performance of their obligations to Lender.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.

2. Cross Collateralization-Existing Mortgages. It is hereby declared and agreed that the Existing Mortgages shall be deemed to have been executed and delivered by the Other Obligors in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10 and/or the Other Obligors to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Existing Mortgages, in addition to securing payment of the Existing Loans, shall also be deemed to secure the payment of the Astrid 10 Loan, as evidenced by the Astrid 10 Note, and all present and future indebtedness and obligations of Astrid 10 to Lender under the Astrid 10 Loan,

whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Existing Mortgages specifically secure, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of the Other Obligors, or Lender in favor of Astrid 10, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligors and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Existing Mortgages be and shall continue as additional security and collateral to secure any and all indebtedness owed by the Other Obligors or Astrid 10 and/or any guarantor or endorser thereof to Lender.

3. Cross Collateralization-Astrid 10 Mortgage. It is hereby declared and agreed that the Astrid 10 Mortgage shall be deemed to have been executed and delivered by Astrid 10 in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10, and/or the Other Obligors, to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Astrid 10 Mortgage, in addition to securing payment of the Astrid 10 Loan, shall also be deemed to secure the payment of the Existing Loans, as evidenced by the Existing Note, and all present and future indebtedness and obligations of the Other Obligors to Lender under the Existing Loans, whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Astrid 10 Mortgage specifically secures, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of Astrid 10, or Lender in favor of the Other Obligors, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligors, and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Astrid 10 Mortgage be and shall continue as additional security and collateral to secure any and all indebtedness owed by Astrid 10, and/or the Other Obligors, and/or any guarantor or endorser thereof to Lender.

4. Cross Default. It is further understood and agreed by and between the parties hereto that, in the event of any default in the due observance or performance of any covenant, agreement or other provision hereof, or of the Existing Notes or the Astrid 10 Note (collectively the "Obligations"), or in any other documentation executed and/or delivered in connection therewith (collectively the "Loan Documentation") or in the event that any representation or warranty made herein, or in any other Loan Documentation, shall prove to be false or misleading in any material respect, or in the event of any default in the due observance or performance of any covenant, agreement, or other provision under any loans or extension Loan at any time outstanding, whether

now existing or hereafter created, from Lender in favor of Astrid 10, or in favor of the Other Obligors, or in favor of any other endorser or guarantor of such obligations, same shall constitute an event of default under all loans extended by Lender to Astrid 10 and/or the Other Obligors, and/ or any guarantor or endorser of such obligations, and in any such event, Lender may, at its option: (a) declare all indebtedness of principal and interest under all such loans forthwith to be due and payable whereupon all obligations of Astrid 10 and the Other Obligors, and such guarantors and endorsers to Lender under the Obligations evidenced by the Loan Documentation shall become due and payable in full both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in any other Loan Documentation to the contrary notwithstanding; and (b) exercise any or all rights and remedies available to it under any other Loan Documentation.

5. Remedies Cumulative. All remedies, rights, powers and privileges afforded Lender under or in connection with this Agreement and the Loan Documentation shall be cumulative and not be exclusive of any remedies, rights, powers and privileges provided therein or by law. Lender may exercise any or all such remedies, rights, powers and privileges in any order of priority.

6. Other Security; Marshaling. Lender may take other security or release any of the security for the payment of any of the Existing Loans, the Astrid 10 Loan (collectively the "Loans") and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of any of the Loans without prejudice to any of its rights and remedies under this Agreement or the Loan Documentation. Lender shall not be subject to any requirement for marshaling of assets in connection with any foreclosure of any lien or security interest or any other realization upon collateral with respect to the Loan Documentation or any exercise of any rights of setoff, and shall not be required to seek recourse against, or satisfaction of either the Loan Documentation from any one source before seeking recourse against, or satisfaction from, any other source.

7. Bankruptcy – Automatic Stay. Each of Astrid 10, and the Other Obligors hereby agrees, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event that it shall file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code, the automatic stay imposed by Section 362 of Title 11 of the United States Code is waived, and such waiver constitutes "cause" pursuant to 11 U.S.C. §362(d)(1) for the immediate lifting of the automatic stay in favor of Lender, and each of Astrid 10 and the Other Obligors hereby knowingly and irrevocably waives all defenses and objections to such lifting of the automatic stay and will not directly or indirectly oppose or otherwise defend against Lender's efforts to gain relief from the automatic stay.

8. Costs and Fees. Astrid 10, the Other Obligors and GUARANTOR jointly and severally agree to pay all costs, expenses and professional fees incurred by Lender in connection with

the preparation, execution, delivery, and enforcement of this Agreement, including without limitation all court costs and reasonable attorney fees (whether or not suit be brought, and including any court costs and reasonable attorney fees incurred in connection with any trial, appellate, bankruptcy, administrative or arbitration proceeding).

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement or the under the Loan Documentation shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement or the Loan Documentation preclude any other or further exercise thereof or the exercise of any other such right, remedy, power or privilege, and no waiver whatsoever shall be valid unless in writing signed by Lender and then only to the extent specifically set forth in such writing..

10. Notices. Any notice, demand, request or consent required or permitted to be given or made hereunder by any party hereto shall be in writing, addressed to the other parties at such other parties' respective addresses as set forth at the beginning of this Agreement (or to such other address within the State of Florida as any party entitled to notice hereunder may by notice pursuant hereto specify to the other parties), and shall be: (a) personally delivered (including delivery by courier); (b) delivered by Federal Express or comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested, with postage prepaid. All notices and other communications shall be deemed to have been duly given on (i) the date of actual receipt of the same or (ii) the date of attempted delivery if delivery is refused.

11. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Astrid 10, the Other Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

12. No Oral Amendments. This Agreement and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of any of Lender, the Other Obligors or GUARANTOR, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

14. Entire Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

15. Miscellaneous. Each of the Obligations, and the security for each of them, shall be separately enforceable according to their respective terms. The Lender may institute separate proceedings with respect to any or all of the Loan Documentation, in such order and at such times as the Lender may elect. The pendency of any proceedings with respect to any or all of the Loan Documentation shall not be grounds for abatement or for hindering, delaying or preventing any proceedings with respect to any other of the Loan Documentation. The institution of proceedings under some of, but not under all of, the Loan Documentation shall not be construed as a splitting of a cause or action by the Lender.

16. The inapplicability or unenforceability of any provision of this Agreement, or of any instrument executed and delivered pursuant hereto, shall not limit or impair the operation or validity of any other provision of this Agreement or of any other such instrument.

17. Construction. This Agreement shall be governed, construed and shall be enforced in accordance with the laws of the State of Florida.

18. LENDER, ASTRID 10, GUARANTOR AND THE OTHER OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN TO ASTRID 10.

IN WITNESS WHEREOF, this Cross Collateralization and Cross Default Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ASTRID 10 AND ALL OTHER OBLIGORS AND GUARANTOR:

Print Name: Vladimir G. Diaz

Print Name:

ASTRID 10:

ASTRID 10 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

[OTHER OBLIGORS]

ASTRID 2 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

ASTRID 4 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

By: _____
MARC EISENMANN, Manager

GUARANTOR:

_____
MARC EISENMANN, Individually

_____
ASTRID EISENMANN, Individually

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of January, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

VLADIMIR G DIAZ
Notary Public - State of Florida
Commission # GG 347954
My Comm. Expires Oct 18, 2023
Bonded through National Notary Assn.

Print Name: Vladimir G. Diaz

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of January, 2022 by ASTRID EISENMANN, Individually and as the Manager of all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
Serial Number (if any): GG347954
My commission expires: 10/18/23

[SEAL]

VLADIMIR G DIAZ
Notary Public - State of Florida
Commission # GG 347954
My Comm. Expires Oct 18, 2023
Bonded through National Notary Assn.

Luisa Zelaya
Print Name: Luisa Zelaya

Pedro A. Lopez
Print Name: Pedro A. Lopez

PROFESSIONAL BANK

By: [signature]
MIRIAM LOPEZ
Executive Vice President
Private Banking Group Leaser

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25th day of January, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.

LINDA ROTH
MY COMMISSION EXPIRES
MARCH 11, 2022
HH 187557
STATE OF FLORIDA

Notary Public, State of Florida
Print Name: Linda Roth
Serial Number if any:
My Commission Expires: 3/11/22

[SEAL]

EXHIBIT "A"

The Astrid 2 Property

Lots 5 and 6, Block 13, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "B"

ASTRID 3 Property

Lots 8 and 9, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "C"
The ASTRID 4 Property

Lots 13, 14 and 15, in Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, Less portion of said lots for road R/W MPA 12-13 B, Less Addiitonal Portion of Lot 14 Block 10 for Rd R/W per Misc Map 8-197 as shown

EXHIBIT "D"

THE ASTRID 5 PROPERTY

Lot 13, in Block 7, excepting the South 7' feet thereof in HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, LESS the Westerly 12.81 feet sold to the State of Florida, State Road Department.

and

Lots 14, 15 and 16, less the Westerly 12.81 feet of Lots 14 and 15, in Block 7, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "E"

The Astrid 10 Property

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

AMENDMENT TO CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT (the "Amendment") is made and entered into this 17th day of August, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of $1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note").

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Instrument No. 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114601366 of the Public Records of

Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described therein (the "Original Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of $1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of $ 993,919.97 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of $1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of $1,626,951.72 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Instrument No. 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Instrument No. 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of $1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5

Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of $1,734,463.37 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, on January 25, 2022, Lender extended certain loans and extensions to ASTRID 10 in the original principal amount of $6,105,000.00 (the "Astrid 10 Loan"), which Astrid 10 Loan bears Loan No. 1210229-3 was evidenced by ASTRID 10's execution of a promissory note of even date therewith in said amount (the "Astrid 10 Note").with current outstanding principal balance of $6,033,685.24 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 10 Loan, Astrid 10 executed and delivered in favor of Lender, a Mortgage recorded under Instrument No. 117904086 of the Public Records of Broward County, Florida (the "Astrid 10 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 117904087 of the Public Records of Broward County, Florida (the "Astrid 10 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 117904088 of the Public Records of Broward County, Florida and under File Number 202200389211 with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 10 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 118254657 of the Public Records of Broward County, Florida (the "Third Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan, Astrid 5 Loan and the Astrid 10 Loan.

WHEREAS, Astrid 2 requested that Lender release the lien of the Astrid 2 Mortgage, Astrid

2 Assignment and Astrid 2 Financing Statements from the Original Astrid 2 Property to facilitate Astrid 2's sale of the Original Astrid 2 Property. Astrid 2 has agreed to provide Lender with substitute collateral to secure payment of the Astrid 2 Loan (the "Substitute Collateral").

WHEREAAS, and in connection therewith, Astrid 2 has executed and delivered in favor of Lender a Mortgage and Security Agreement, Collateral Assignment of Leases, Rents and Profits and UCC-1 Financing Statements Spreading Agreement (the "Spreading Agreement"), which Spreading Agreement shall spread the lien of the Astrid 2 Mortgage, Astrid 2 Assignment and Astrid 2 Financing Statements to encumber the real property acquired by Astrid 2 and more particularly described on Exhibit "A" attached hereto and made a part hereof and the personal property located thereon (the "Astrid 2 Substitute Property"), which is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida.

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, the Astrid 5 Loan and the Astrid 10 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note, Astrid 4 Note, the Astrid 5 Note and the Astrid 10 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, as modified, the Astrid 3 Mortgage, Astrid 4 Mortgage, the Astrid 5 Mortgage and the Astrid 10 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, the Astrid 5 Financing Statements and the Astrid 10 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The First Cross Collateralization and Cross Default Agreement, the Second Cross Collateralization and Cross Default Agreement, and the Third Cross Collateralization and Cross Default Agreement shall hereinafter be collectively referred to as the "Existing Cross Collateralization and Cross Default Agreements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the Existing Cross Collateralization and Cross Default Agreements. and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, Astrid 5 and Astrid 10 shall hereinafter be collectively referred to as the "Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans (the "Guaranties").

WHEREAS, it is the parties' intentions that the Existing Loans shall continue to be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the requested releases and substitution of collateral, unless and until the parties hereto enter into and execute this Agreement in order to amend the terms of the Existing Agreements and to confirm the continued cross collateralization and cross default of the Existing Loans.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby

agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.

2. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to delete the Original Astrid 2 Property on Exhibit "A" of the Existing Cross Collateralization and Cross Default Agreements.

3. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to include the Astrid 2 Substitute Property, more particularly described on Exhibit "A" attached hereto and made a part hereof.

4. The parties hereby covenant and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby, amended and spread to encumber the Astrid 2 Substitute Property, with the same force and effect as if said Additional Property were originally delineated in said Existing Cross Collateralization and Cross Default Agreements and that all of the terms, covenants and conditions of said Existing Cross Collateralization and Cross Default Agreements shall apply to the Astrid 2 Substitute Property. Any reference in the Existing Cross Collateralization and Cross Default Agreements shall be deemed to apply to the Astrid 2 Substitute Property.

5.. This Amendment shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

7. This Amendment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

8. LENDER,GUARANTOR AND THE OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE REQUESTED RELEASES AND MODIFICATIONS.

IN WITNESS WHEREOF, this Amendment to Cross Collateralization and Cross Default Agreements and Spreading Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ALL OBLIGORS AND GUARANTOR:

Print Name: Yomara Sabana

Print Name: [illegible]

[OBLIGORS]:

ASTRID 2 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 4 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

By:
MARC EISENMANN, Manager

ASTRID 10 LLC, a Florida limited liability company

By: _____

MARC EISENMANN, Manager

GUARANTOR:

_____

MARC EISENMANN, Individually

_____

ASTRID EISENMANN, Individually

STATE OF FLORIDA }

COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

WALDEMAR JUSZCZAK
Notary Public - State of Florida
Commission # HH 204297
My Comm. Expires Dec 5, 2025

Print Name: WALDEMAR JUSZCZAK

STATE OF FLORIDA }

COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by ASTRID EISENMANN, Individually, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

WALDEMAR JUSZCZAK
Notary Public - State of Florida
Commission # HH 204297
My Comm. Expires Dec 5, 2025

Print Name: WALDEMAR JUSZCZAK
Title or Rank: NOTARY PUBLIC
Serial Number (if any): HH204297
My commission expires: 12.5.25

[SEAL]

PROFESSIONAL BANK

Print Name: Patricia Diez-Argüelles

By: _____
MIRIAM LOPEZ,
Executive Vice President
Private Banking Group Leader

Print Name: Anahy Galmes

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.

_____
Notary Public, State of Florida
Print Name: Anahy Galmes
Serial Number if any: _____
My Commission Expires: August 18, 2025

[SEAL]

ANAHY GALMES
Commission # HH 151125
Expires August 18, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A"

The Astrid 2 Substitute Property

Lot 12, Block 9, less the Westerly 12.80 feet of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of Section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting, from the S½ corner of Section Twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C.&T. Co's Canal two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of Section twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section twelve (12). thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning, on the East bank of the F.C.L.C.&T. Co's Canal

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands, that the dimensions shown are correct to the best of my knowledge and belief

By Frank Chaney, Engineer
License No E72

State of Florida }
Broward County } SS.

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks shown on said plat

Homeseeker's Realty Company

CORP. SEAL

By President Joseph W. Young

Attest Secretary Lillian Allen

State of Florida }
County of Dade } SS

I Mary Mears a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923

My Commission expires on the 1st day of July 1926

Mary Mears
Notary Public

N.P. SEAL

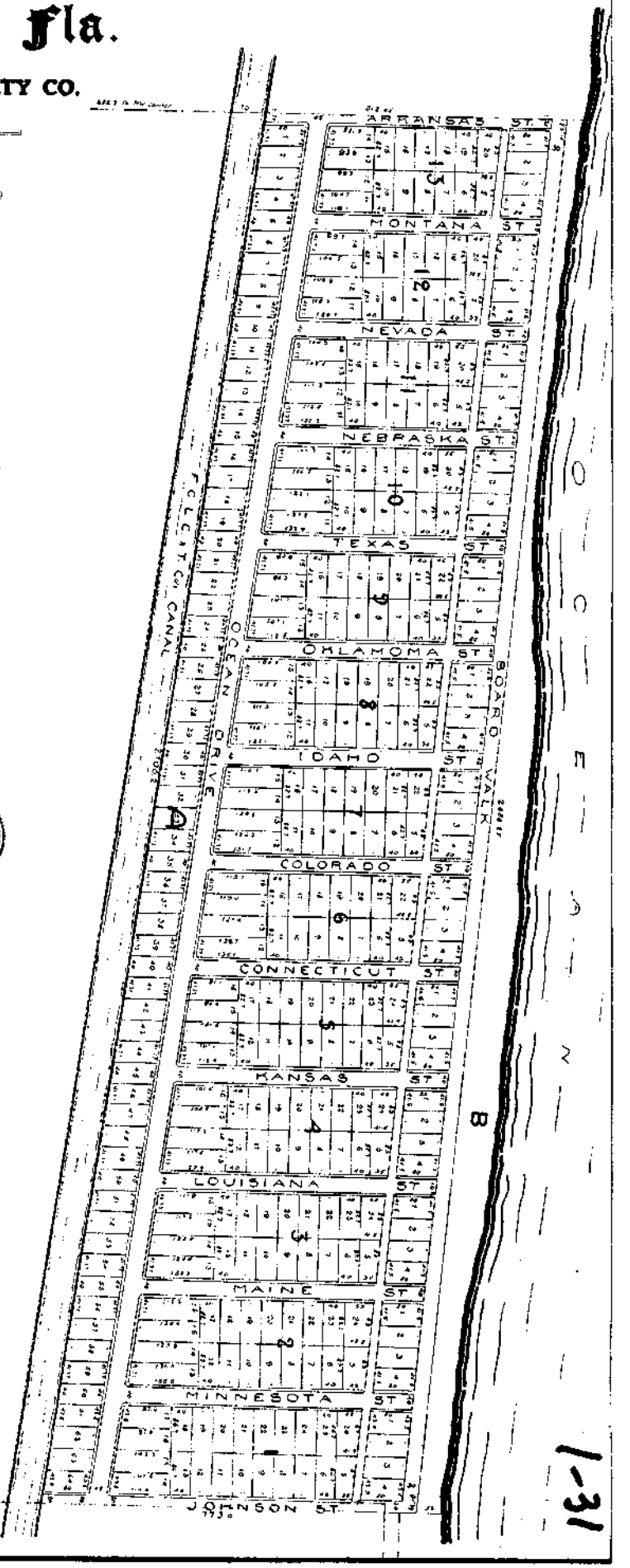
STATE OF FLORIDA
BROWARD COUNTY } ss.

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31 of the Public Records of Broward County, Florida.

Witness my hand and official seal in the City of Fort Lauderdale this 21 day of March A.D. 1957

CLERK OF THE CIRCUIT COURT, Broward County, Florida

By [illegible] D.C.



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1-31

78- 76150

CERTIFICATION
I certify this to be a true and correct copy of the record in my office. 11-2-71
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Bertie Denny City Clerk

ORDINANCE NO. 0-72-39

AN ORDINANCE CHANGING THE ZONING UPON THE PROPERTIES LEGALLY DESCRIBED HEREIN FROM THE EXISTING ZONING TO R-6A RESIDENTIAL DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-48, OR TO B-1A BUSINESS DISTRICT, AS ESTABLISHED BY ORDINANCE NO. 0-71-49.

WHEREAS, the City Commission, after due consideration and public hearings as required by law, deems it in the public interest to change the zoning upon the property herein described,

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

Section 1: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to R-6A Residential District, as established in Ordinance No. 0-71-48:

(1) From RC-18 Multiple Family Dwelling District to R-6A:

(a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(2) From RC-42 Multiple Family Dwelling District to R-6A:

(a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.

(3) From RC-44 Multiple Family Dwelling District to R-6A:

(a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From RC-46 Multiple Family Dwelling District to R-6A:

(a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 8:28

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RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIER & MAGER, P.A.
P. O. BOX 650
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. MEMS

(c) Block "C" of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(d) Lots 1, 2, 3 and parcel shown as Broadwalk, between Lots 1 and 2 and less part of Lot 3 as in OR 643/648 for State Road, of Hollywood Beach Resub of Block E as recorded in Plat Book 7, at Page 55 of the public records of Broward County, Florida.

(e) The following described property: Bounded on the south by the north limits of the City of Dania, bounded on the west by the west boundary of New River Sound, bounded on the north by the north boundary line of Section 25; Township 50 South, Range 42 East, and bounded on the east by the Atlantic Ocean.

(5) <u>From RC-47</u> Multiple Family Dwelling District to R-6A:

(a) Lots 10 to 64, inclusive, Block "B"; Blocks 10-17, inclusive; and Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 1; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 2; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 3; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 4; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 5; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 6; Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 7, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 8, Lots 5 to 14, inclusive, and Lots 19 to 28, inclusive, Block 9, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 50, inclusive, Block "A"; Lots 18 to 26, inclusive, Block 1; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 2; Lots 5 to 12, inclusive, and Lots 17 to 24, inclusive, Block 3; Lots 5 to 24, inclusive, Block 4; Blocks 5, 6, 7, 8, 9, 10, 11, 12, and 13, Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(c) Lots 5 to 55, inclusive, Block "B" and Blocks 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6, of the public records of Broward County, Florida.

(6) <u>From RC-50</u> Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13 of the Subdivision of Atlantic Shores North Beach Section as recorded in Plat Book 9, at Page 36 of the public records of Broward County, Florida.

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(7) From RC-51 Multiple Family Dwelling District to R-6A:

(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(8) From RC-52, Special Multiple Family Dwelling District to R-6A:

(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.

(9) From RC-53 Multiple Family Dwelling District to R-6A:

(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.

(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.

(10) From RC-55 Multiple Family Dwelling District to R-6A:

(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

(11) From RC-57 Multiple Family Dwelling District to R-6A:

(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

Section 2: That the zoning upon the properties legally described herein be and the same is hereby changed, as set forth hereinafter, from the existing zoning to B-1A Business District, as established in Ordinance No. 0-71-49:

(1) From BAA-49 Business District to B-1A:

(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

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inclusive, and Lots 15 to 18, inclusive, Block 3; Lots 1 to 4, inclusive and Lots 15 to 18, inclusive, Block 4; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 5; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 6; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 7; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 8; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 9, of Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(2) From BAA-58 Business District to B-1A:

(a) Lots 1, 2, 3, 4, and 5, Block 15, all of Block 16, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

(b) That part of Van Buren Court lying between Blocks 15 and 16 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida; and the 30 foot service road lying west of said Block 16 and the 40 foot service road lying between Blocks 16 and 17 of Beverly Beach, recorded in Plat Book 22, Page 13 of the public records of Broward County, Florida.

(3) From BA-43 Business District to B-1A:

(a) Blocks 174 and 175, the South Half (S½) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

(4) From BA-48 Business District to B-1A:

(a) Lots 1 to 11, inclusive, Block A, all of Block F, Hollywood Beach, as recorded in Plat Book 1, at Page 27 of the public records of Broward County, Florida.

(b) Lots 1 to 17, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 2; Lots 1 to 4, inclusive, and Lots 13 to 16, inclusive, Block 3; Lots 1 to 4, inclusive, Block 4; Lots 51 to 64, inclusive, Block "A" of Hollywood Beach First Addition, as recorded in Plat Book 1, at Page 31 of the public records of Broward County, Florida.

(5) From BA-56 Business District to B-1A:

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

BK 7489 PG 303

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BK 7489 PAGE 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE¼ of the NE¼ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run northeasterly along the east right-of-way line of the said Intracoastal Waterwny for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Co nence at the Northeast corner of said Section 26; th ce run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

BK 7489 PG 390

Broward County, Florida; thence run S4°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE¼ of the NE¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) <u>From BD-2</u> Business District to B-1A:

All that part of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. A1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road A1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road A1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE¼ of the NE¼ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

REC 7489 PAGE 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intracoastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of February, 1972.

PASSED AND ADOPTED on second reading this 1 day of March, 1972.

MAYOR

ATTEST:

CITY CLERK

This Instrument Prepared By:
S. L. DAVID, City Attorney
Post Office Box 2207
Hollywood, Florida 33022

BK 7489 PAGE 398

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

82-229448

THIS INSTRUMENT PREPARED BY:
MICHAEL MARDER, ESQ.
GREENSPOON & MARDER, P.A.
12801 Northeast Ninth Avenue
North Miami, Florida 33161

Will Call

AUG 30 1 33 PM '82

DECLARATION OF CONDOMINIUM

ESTABLISHING

NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM

SUBMISSION STATEMENT

Neptune Hollywood Beach Club, Inc., a Florida corporation, hereinafter referred to as the "Developer", or itself, its successors, grantees and assigns, being the owner of the fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the Statutes of the State of Florida, hereinafter referred to as the "Condominium Act", the provisions of which are incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.01 The name of the Condominium is NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM.

1.02 The name of the Unit Owners' Association is NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association".

II. Land

The land comprising this Condominium is described on Exhibit "A", Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" or "Apartment" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.02 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Unit.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means the corporate entity responsible for the operation of the Condominium.

OFF REC 10370 PG 708

329.00

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SKYLAKE STATE BANK is the owner and holder of a Mortgage encumbering the real property which is being submitted for Condominium ownership; and,

WHEREAS, NEPTUNE HOLLYWOOD BEACH CLUB, INC., a Florida corporation, the owner of the property encumbered by said Mortgage and the Developer of that certain Condominium known as NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, has requested said Mortgagee to consent to the recordation of that certain Declaration of Condominium establishing NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, on all or a portion of the encumbered property.

NOW, THEREFORE, in consideration of these premises and other valuable considerations, SKYLAKE STATE BANK, does hereby consent to the Declaration of Condominium establishing NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, to which this Consent of Mortgagee is attached, in accordance with Section 718.104(3), Florida Statutes.

IN WITNESS WHEREOF, SKYLAKE STATE BANK has caused these presents to be executed in its name by an authorized officer this 22nd day of July, 1982.

Signed, Sealed and Delivered in the Presence of:

SKYLAKE STATE BANK

BY: Richard J. Guenther
Richard J. Guenther Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
: SS.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. GUENTHER, as Vice President of SKYLAKE STATE BANK, a corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this day of July, 1982.

Notary Public, State of Florida

My commission expires:

July 22, 1984

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

OFF REC 10370 PG 789

PREPARED BY AND RETURN TO:
MARK B. SCHORR, ESQ.
800 S.E. 3rd Ave., Suite 300
Fort Lauderdale, FL 33316

CONDITIONAL PLAN OF TERMINATION
NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM

WHEREAS by a Declaration of Condominium dated February 17, 1982, and recorded in the Public Records of Broward County on August 30, 1982 at Official Records Book 10370, Page 708 ("Declaration"), submitting the land described on Exhibit "A" ("Condominium") hereto to the condominium form of ownership; and

WHEREAS Neptune Hollywood Beach Club Condominium Association, Inc. ("Association") is the Condominium Association for the Condominium; and

WHEREAS Association desires to terminate the condominium and sell the property to a third party; and

WHEREAS the Declaration, by Amendment dated January 10, 2006 and recorded January 30, 2006 at Official Records Book 41362, Page 359 of the Public Records of Broward County, Florida, allows termination of the Condominium by the affirmative vote of 51% of the unit owners, at a duly called meeting of the membership of the Association, called for the purpose of approving a plan of termination; and

WHEREAS Sections 718.112(2)(d)5. and 617.0701(4)(a) allow for unit owners to take action by written consent in lieu of a meeting; and

WHEREAS Section 718.117(11)(b), Florida Statutes, allows for termination of a condominium on condition; and

WHEREAS the Association has signed a contract for the sale of the condominium property for $7,200,000.00;

NOW, THEREFORE, Association, joined by a majority of the unit owners of the condominium adopts this conditional plan of termination of the Condominium ("Plan"):

1. The termination trustee, as described by Section 718.117,

JOINDER IN AND CONSENT TO CONDITIONAL PLAN OF TERMINATION OF NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM

The undersigned unit owner of **Unit(s):** **Week(s)**

211 **45**

of Neptune Hollywood Beach Club, A Condominium, being either the sole owner, the owner jointly with his/her spouse, or the designated voting member for hereby consents and joins in the Conditional Plan of Termination, a copy of which was sent to me under cover of a letter dated March 18, 2013.

Witness

TONY MILLER.
(Print Name)

Steve A Clarke.
Witness

Steve A CLARKE.
(Print Name)

Winsam Watson 3/20/2013
Signature

WINSAM WATSON.
(Print Name)

Prepared by:
MARK B. SCHORR.
800 SE 3rd Avenue, Suite 300
Fort Lauderdale, FL 33316

CERTIFICATE OF CONDITIONAL PLAN OF TERMINATION BECOMING FINAL

WHEREAS a Conditional Plan of Termination ("Conditional Plan") dated April 24, 2013, was recorded in the Public Records of Broward County, Florida on May 31, 2013 at Official Records Book 49843, Page 1816; and

WHEREAS the Conditional Plan provided for the termination of Neptune Hollywood Beach Club, a condominium ("Condominium"), on the real property located in Broward County, Florida, described on Exhibit "A" hereto; and

WHEREAS the Conditional Plan provided for the termination of the Condominium conditioned on the closing and funding of a sale of the condominium property, described on Exhibit "A;" and

WHEREAS the closing anticipated in the Conditional Plan has been completed, and the condominium property conveyed to VVG Real Estate Investments, LLC.

(THIS SPACE INTENTIONALLY LEFT BLANK)

NOW, THEREFORE, Neptune Hollywood Beach Club Condominium Association, Inc., certifies that the conditions set forth in the Conditional Plan have been satisfied and the termination of the Condominium is complete and final.

Dated this 28th day of October, 2013.

WITNESSES:

Joe Schneider
(print name)

Dina Nerdinsky
(print name)

NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

By: _____, President

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28th day of October, 2013, by [illegible] the President of Neptune Hollywood Beach Club Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Dina Nerdinsky
Commission # EE112834
Expires: JULY 17, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

Per County Commission, Legal Division ok DEC 9 1986

Return to [redacted]

RETURN TO FRONT RECORDING

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, santence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

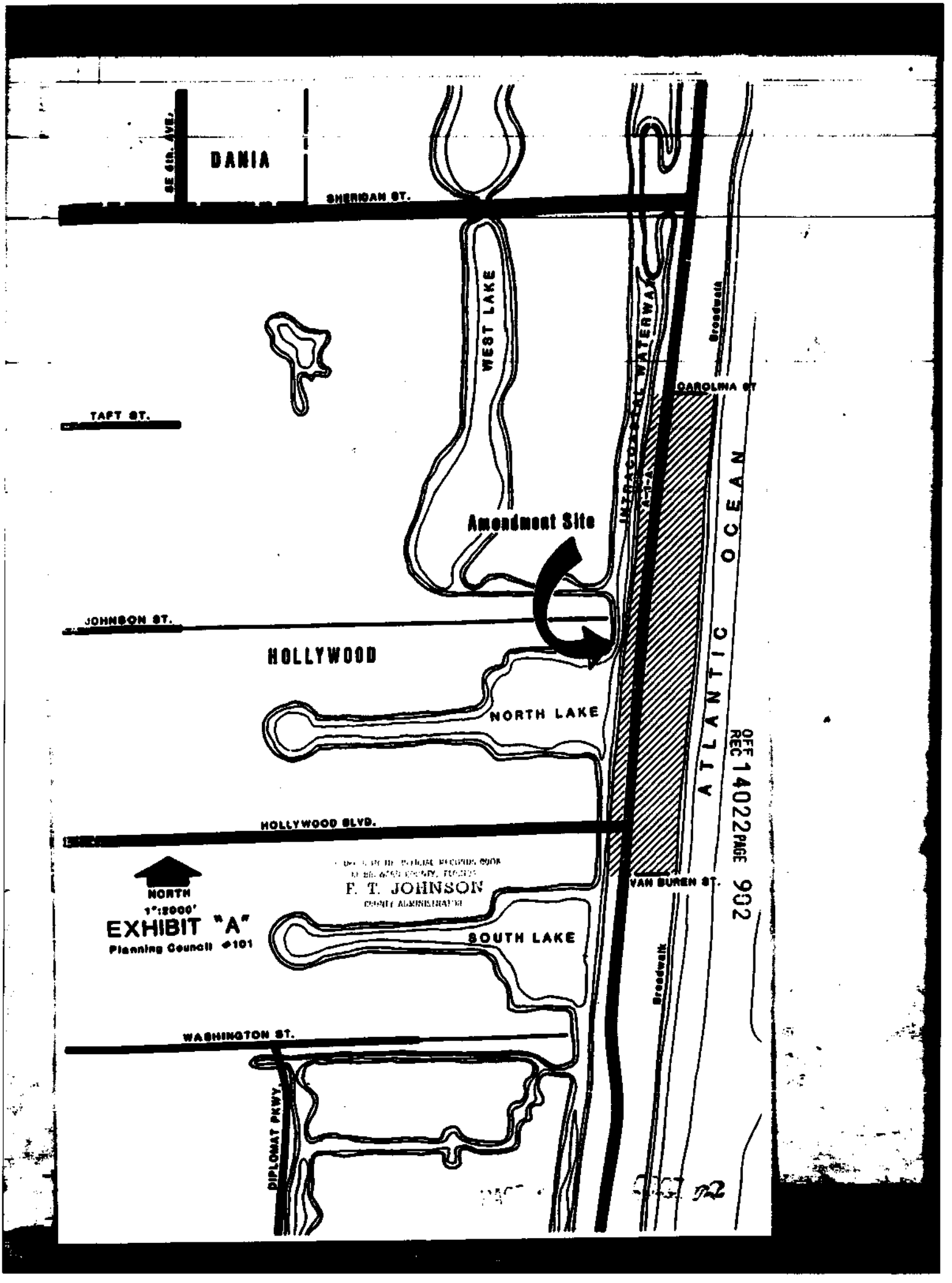
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [illegible] D.C.

RD:ed
CLS-I
6/19/86
PC# 101
#86-401.41


DANIA
SE 6th. AVE.
SHERIDAN ST.
WEST LAKE
INTRACOASTAL WATERWAY
Broadwalk
CAROLINA ST
TAFT ST.
ATLANTIC OCEAN
Amendment Site
JOHNSON ST.
HOLLYWOOD
NORTH LAKE
HOLLYWOOD BLVD.
NORTH
1":2000'
EXHIBIT "A"
Planning Council #101
F. T. JOHNSON
COUNTY ADMINISTRATOR
VAN BUREN ST.
SOUTH LAKE
Broadwalk
WASHINGTON ST.
DIPLOMAT PKWY.
OFF REC 14022 PAGE 902

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

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Division of Office of Planning

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 20th day of January A.D., 19 87

F. T. JOHNSON, County Administrator

By: Phyllis Hedgfery D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By: Phyllis Hedgfery D.C.

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