



DEVELOPMENT SERVICES  
PLANNING DIVISION

# GENERAL APPLICATION

APPLICATION DATE: 8/30/2024

2600 Hollywood Blvd

Room 315

Hollywood, FL 33022

Tel: (954) 921-3471

Email: Development@  
Hollywoodfl.org

## SUBMISSION REQUIREMENTS:

- One set of signed & sealed plans  
(i.e. Architect or Engineer)
- One electronic **combined** PDF submission (max. 25mb)
- Completed Application Checklist
- Application fee

## NOTE:

- 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.

[CLICK HERE FOR  
FORMS, CHECKLISTS, &  
MEETING DATES](#)

## APPLICATION TYPE (CHECK ALL THAT APPLIES):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Technical Advisory Committee | <input type="checkbox"/> Art in Public Places Committee | <input type="checkbox"/> Variance          |
| <input type="checkbox"/> Planning and Development Board          | <input type="checkbox"/> Historic Preservation Board    | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> City Commission                         | <input type="checkbox"/> Administrative Approval        |  |

## PROPERTY INFORMATION

Location Address: 4220 & 4231 N 58th Avenue, Hollywood, FL

Lot(s): - Block(s): - Subdivision: -

Folio Number(s): 514101140010 & 514101140010

Zoning Classification: N-MU (existing) PD (proposed) Land Use Classification: TOC

Existing Property Use: House w/ guest house; vacant Sq Ft/Number of Units: 470 units

Is the request the result of a violation notice? ☐ Yes ☒ No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): PACO 8/19/2024

## DEVELOPMENT PROPOSAL

Explanation of Request: Rezoning from N-MU to Planned Development (PD); Site Plan for 8-story multifamily building with 470 units and associated amenities, 3,500 SF Community Building (Synagogue), and preservation of existing historic structure (Bryan House, HPOS-12)

Phased Project: Yes ☐ No ☒ Number of Phases:

Project	Proposal
Units/rooms (# of units)	# UNITS: <input type="text" value="470"/> #Rooms <input type="text"/>
Proposed Non-Residential Uses	<input type="text" value="3,500"/> S.F.)
Open Space (% and SQ.FT.)	Required %: <input type="text" value="By PD"/> (Area: <input type="text" value="106,404"/> S.F.)
Parking (# of spaces)	PARK. SPACES: (# <input type="text" value="705"/> )
Height (# of stories)	(# STORIES) <input type="text" value="8"/> ( <input type="text" value="85"/> FT.)
Gross Floor Area (SQ. FT)	Lot(s) Gross Area ( <input type="text" value="Site Area: 249,853 SF"/> FT.)

Name of Current Property Owner: 58 OAK LLC and 4220 N 58TH AVENUE PARTNERS LLC

Address of Property Owner: 5230 NORTH 31ST PLACE, HOLLYWOOD, FL 33021  
3113 STIRLING ROAD SUITE 103, FORT LAUDERDALE, FL 33312

Telephone: Agent: 954.648.9376 Email Address: Agent: stephanie@toothaker.org

Applicant Stephanie J. Toothaker, Esq., P.A. Consultant ☐ Representative ☒ Tenant ☐

Address: 501 SW 2nd Avenue, Suite 1, Fort Lauderdale, FL 33301 Telephone: 954.648.9376

Email Address: stephanie@toothaker.org

Email Address #2: estefania@toothaker.org

Date of Purchase: See Warranty Deed Is there an option to purchase the Property? Yes ☒ No ☐

If Yes, Attach Copy of the Contract.

Noticing Agent (FTAC & Board submissions only) :

E-mail Address:

**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](http://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: [Signature] Date: 7/17/24

PRINT NAME: Ari Pearl Date: \_\_\_\_\_

Signature of Consultant/Representative: [Signature] Date: 07/16/2024

PRINT NAME: Stephanie J. Toothaker, Esq. Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Date: \_\_\_\_\_

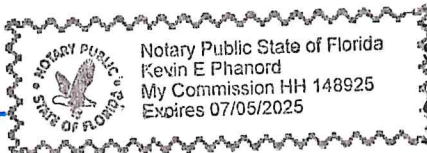
**Current Owner Power of Attorney**

I am the current owner of the described real property and that I am aware of the nature and effect the request for permitting and development \_\_\_\_\_ to my property, which is hereby made by me or I am hereby authorizing Stephanie J. Toothaker, Esq. to be my legal representative before the City of Hollywood (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me

this 17<sup>th</sup> day of July 2024

[Signature]  
Notary Public  
State of Florida



[Signature]  
Signature of Current Owner

Ari Pearl

Print Name

My Commission Expires: 07-05-2025 (Check One) ☐ Personally known to me; OR ☒ Produced Identification DAH P646 01070 4521

**CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS**

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Signature of Current Owner: \_\_\_\_\_

Date: 7/16/24

PRINT NAME: Samuel Rogatinsky

Date: \_\_\_\_\_

Signature of Consultant/Representative: \_\_\_\_\_

Date: 07/16/2024

PRINT NAME: Stephanie J. Toothaker, Esq.

Date: \_\_\_\_\_

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 permitting and development to my property, which is hereby made by me or I am hereby authorizing Stephanie J. Toothaker, Esq. to be my legal representative before the City of Hollywood (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me  
this 16<sup>th</sup> day of July

Kevin E. Phan  
Notary Public

State of Florida

My Commission Expires: 07-05-25 (Check One) ☒ Personally known to me; OR ☐ Produced Identification \_\_\_\_\_



Signature of Current Owner

Samuel Rogatinsky

Print Name

KUSHNER REALTY ACQUISITION LLC  
767 Fifth Avenue, 50<sup>th</sup> Floor  
New York, New York 10153

August 14, 2023

City of Hollywood  
Office of the City Clerk  
2600 Hollywood Boulevard, Room 221  
Hollywood, Florida 33020

Broward County  
Broward County Administration  
115 S. Andrews Avenue, Room 409  
Fort Lauderdale 33301

**Re: Agent Authorization Letter**

To Whom it May Concern:

Please accept this letter of authorization permitting Stephanie J. Toothaker, Esq., Estefania Mayorga, and Roya Edwards of Stephanie J. Toothaker, Esq., P.A. (toothaker.org) to represent the interests of **KUSHNER REALTY ACQUISITION LLC** in connection with permitting of the properties located at 4220 and 4231 North 58<sup>th</sup> Avenue in the City of Hollywood and Broward County.

Sincerely,

**KUSHNER REALTY ACQUISITION LLC,**  
a Foreign Limited Liability Company


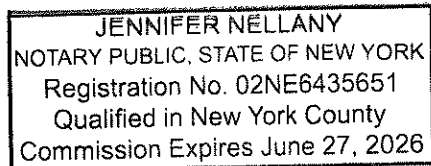


Name: Seryl Kushner  
Title: Authorized Signatory

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this, 14<sup>th</sup> day of August, 2023, by Seryl Kushner as the Authorized Signatory of **KUSHNER REALTY ACQUISITION LLC**.

(Notary Seal)

  
Notary Public

Jennifer Nellany  
Name typed, printed or stamped

☒ Personally Known OR ☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_



## Technical Advisory Committee Submittal Checklist

### QUICK FACTS:

- Submittals are accepted on meeting dates before 11 A.M. for the next available meeting or earlier.
- A scheduled appointment with the assigned Planner is required for all submittals.
- No applications are automatically scheduled for ANY meetings. Applications must be determined to be complete by Staff before any processing occurs.

### Fee Calculation

Residential:  
\$2,715 + \$67 per unit

All others:  
\$2,715 + \$81 per 1,000 sq. ft.

Fee will be paid per required review

TAC Typically meets twice a month on the First and Third Monday of the Month, except (January and August)

### 2023 Meeting Dates:

1/23  
2/6 & 2/21  
3/6 & 3/20  
4/2 & 4/17  
5/8 & 5/22  
6/5 & 6/19  
7/3 & 7/17  
9/5 & 9/18  
10/2 & 10/16  
11/6 & 11/20  
12/4 & 12/18

Meeting dates are subject to change

### Provide one digital package in PDF (unless otherwise specified) containing the items below:

(Incomplete applications will not be routed and will be postponed until all required components are submitted)

### Requirements for Preliminary Site Plan Review:

- ☒ General Application
- ☒ Application Fee
- ☒ Ownership and Encumbrance Report (O&E)
- ☒ Cover Sheet with Location Map
- ☒ Certified Alta Survey
- ☒ Dimensioned Site Plan
- ☒ Dimensioned Building Elevations

### Requirements for Final Site Plan Review: (in addition to above items)

- ☐ Dimensioned Typical Floor Plans (include all levels)
- ☐ Street Profile/Elevation (including adjacent buildings)
- ☐ Dimensioned Landscape Plans
- ☐ Dimensioned Schematic Paving, Grading and Drainage Plan
- ☐ Color Rendering
- ☐ For residential developments, provide Broward County School Board impact fee application.
- ☐ Wildlife Protection (if applicable)
- ☐ Written Responses to Preliminary TAC comments
- ☐ Public Notice: Mailing Notification and Property Posting Requirements
- ☐ Criteria Statement(s) for each request indicating consistency with all applicable criteria found in Article 5 of the Zoning and Land Development Regulations which may include the following: Variances, Design, and Special Exceptions (Available online at [www.amlegal.com](http://www.amlegal.com)).

Please refer to Article 6 of the City of Hollywood's Zoning and Land Development Regulations for a detailed description of each item listed above or visit our website at [www.hollywoodfl.org](http://www.hollywoodfl.org)



# Hollywood Oaks - By Kushner

4220 & 4231 N 58<sup>th</sup> Avenue

Hollywood, Florida 33021

prepared for:

**Kushner Realty Acquisition, LLC**

traffic methodology

July 9, 2024

Mr. Raphael Schwartz  
Senior Vice President  
Development and Construction  
**KUSHNER**  
188 Bal Bay Drive  
Bal Harbour, Florida 33154

**Re: Hollywood Oaks by Kushner - Traffic Statement and Traffic Methodology**

Dear Rafi:

Traf Tech Engineering, Inc. has prepared this traffic memorandum and proposed traffic methodology in connection with a proposed residential development to be located at 4220 & 4226 N 58<sup>th</sup> Avenue in the City of Hollywood, Florida. The project will consist of up to 470 mid-rise residential units and a 7-level parking garage. The proposed site plan for the project is contained in Attachment A. This traffic memorandum addresses the following topics:

- Trip Generation
- Proposed Traffic Methodology

### **Trip Generation**

A trip generation analysis was performed for the site using the trip generation equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (11<sup>th</sup> Edition)*. The trip generation analyses were undertaken for daily, AM peak hour, and PM peak hour conditions. According to ITE's *Trip Generation Manual (11<sup>th</sup> Edition)*, the trip generation equations used for the analyses are presented below:

Multifamily Mid Rise (ITE Land Use 221)

*Daily Trips*

$$T = 4.77 (X) - 46.46$$

Where T = average daily vehicle trip ends and X = number of units

*AM Peak Hour*

$$T = 0.44 (X) - 11.61 \text{ with 23\% inbound and 77\% outbound}$$

Where T = AM peak hour trip ends and X = number of units

*PM Peak Hour*

$T = 0.39 (X) + 0.34$  with 61% inbound and 39% outbound

Where T = PM peak hour trip ends and X = number of units

Using the above-listed trip generation equations from the ITE document, a trip generation analysis was undertaken for the Hollywood Oaks project. The results of this effort are documented in Table 1. As shown in the table, the residential development is projected to generate approximately 2,195 daily trips, approximately 195 AM peak hour trips (45 inbound and 150 outbound) and approximately 184 trips during the typical afternoon peak hour (112 inbound and 72 outbound).

TABLE 1 Trip Generation Summary Hollywood Oaks - by Kushner									
			Daily	AM Peak Hour			PM Peak Hour		
Land Use	Size		Trips	Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Residential Mid-Rise (LUC 221)	470	units	2,195	195	45	150	184	112	72
Proposed External Trips			2,195	195	45	150	184	112	72
Source: ITE Trip Generation Manual (11th Edition)									

Source: ITE Trip Generation Manual (11th Edition)

Please give me a call if you have any questions.

Sincerely,

**TRAFTech ENGINEERING, INC.**

Joaquin E. Vargas, P.E.  
Senior Transportation Engineer

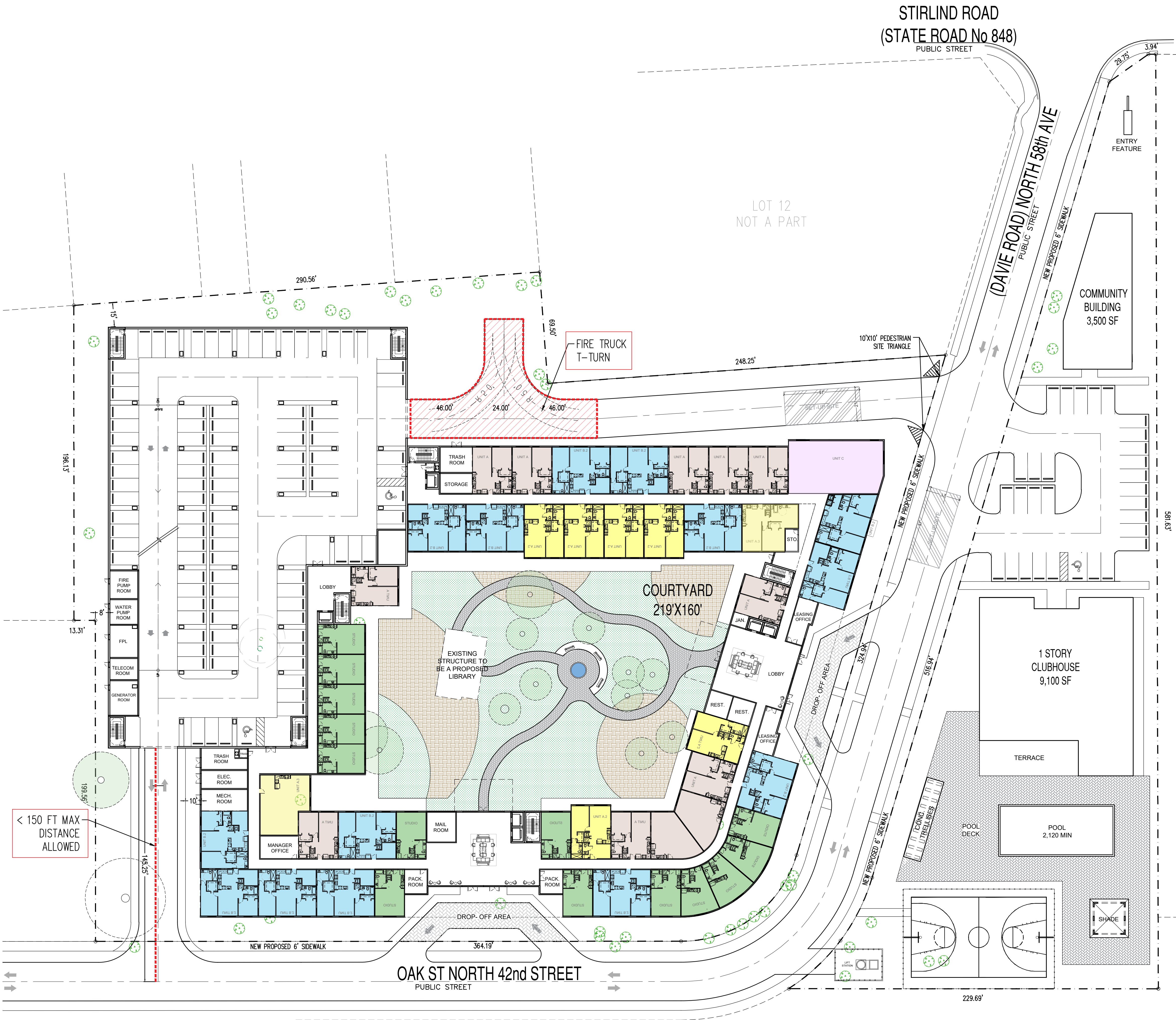
## PROPOSED TRAFFIC METHODOLOGY

- The trip generation analysis will be based upon the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11<sup>th</sup> Edition)*. Table 1 on the previous page documents the trip generation associated with the proposed residential development.
- The trip distribution and assignment of project traffic will be based upon the roadway system near the project site and current traffic volumes on State Road 7 and Stirling Road.
- The subject traffic study will evaluate the following intersections during the typical AM and PM peak periods:
  - State Road 7 and Stirling Road (signalized)
  - State Road 7 and Oak Street (stop control)
  - Stirling Rd and 1<sup>st</sup> Median Opening west of N 58<sup>th</sup> Ave (stop control)
  - Stirling Road and N 58<sup>th</sup> Avenue (stop control)
  - Stirling Rd and 1<sup>st</sup> Median Opening east of N 58<sup>th</sup> Ave (stop control)
  - Stirling Road and N 56<sup>th</sup> Avenue (signalized)
- Traffic counts will be performed at the study intersections on a typical weekday during the AM peak period (7:00 AM – 9:00 AM) and the PM peak period (4:00 PM – 6:00 PM). These counts will include bicyclists and pedestrians.
- Traffic counts will be adjusted to reflect average peak season conditions based upon the most recent available FDOT adjustment factors.
- A growth factor will be applied to the traffic counts to reflect future traffic conditions at project build-out. The growth factor will be based upon historical traffic data available for the area near the project site.
- Traffic associated with the committed developments will be provided by the City of Hollywood:
- Existing traffic signal timing data for the study intersections will be obtained from Broward County Traffic Engineering Division and will be included in the Appendix of the traffic study.

- Traffic analysis will be prepared for each of the study intersections and project driveways for the following scenarios:
  - Existing (2024) traffic conditions
  - Background traffic conditions for buildout year (2028)
  - Future conditions with growth rate, committed development and project traffic for the buildout year (2028)
- The level of service and delay for the study intersections and project driveways will be summarized by movement and approach as well as for the overall intersection. If necessary, mitigation of impacts will be recommended. A turn lane analysis will also be performed.
- Intersection and driveway analyses will be conducted using the Synchro software for existing conditions, future conditions without the project, and future conditions with the proposed project in place. The Highway Capacity Manual (HCM) 6<sup>th</sup> or 2000 Edition will be used, as applicable. Synchro files will be provided as part of the traffic study.
- Queuing at entry gates, if applicable, will be addressed in the traffic study.
- The traffic study will address loading areas (description, locations and maneuverability analysis using the AutoTURN software).
- The traffic study will include a multimodal section addressing non-automobile modes of transportation.
- A Traffic Control Plan (TCP) depicting proposed signing and markings within the parking areas and access driveways will be included in the traffic study.
- If valet service is proposed for the project, a valet operations plan will be prepared addressing valet station(s), parking and retrieval routes, valet parking and number of valet attendants required to prevent traffic queues from interfering with on-site circulation or from spilling onto public streets. Ridesharing will be documented.
- The results of the traffic impact analysis will be documented in a technical report with an executive summary. All traffic data obtained for this project will be included in the Appendix of the traffic study.

# **ATTACHMENT A**

**Site Plan for  
Hollywood Oaks - By Kushner**



**GROUND FLOOR PLAN**  
SCALE 1"= 30'-0"  
NORTH

**OPTION C @ 8 LEVELS**  
**470 UNIT TOTAL**  
**GARAGE @ 7 LEVELS**

OVERALL UNIT & AREA BREAKDOWN									
UNIT TYPE	No. BED / BATH	UNIT AREA A/C	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES		(%) UNIT TYPES
				1ST FLR.	2ND - 8TH FLR.	STORIES			
STUDIO	STUDIO	558 SF	598 SF	10	10	70	80	80	17 %
UNIT A	1 / 1	753 SF	793 SF	18	15	105	123	123	26.2%
UNIT A.2	1 + DEN / 1.5	1,020 SF	1,060 SF	7	11	77	84	92	19.6 %
UNIT A.3	1 + DEN / 1.5	1,197 SF	1,237 SF	1	1	7	8		
UNIT B	2 / 2	1,125 SF	1,165 SF	12	21	147	159	167	36 %
UNIT B.3	2 / 2	1,262 SF	1,302 SF	1	1	7	8		
UNIT C	3 / 3	1,812 SF	1,852 SF	1	1	7	8	8	2 %
TOTAL UNITS QTY. PER FLOOR				50	60	420	470	470	100%
PARKING BREAKDOWN									
TOTAL # OF PARKING SPACES (1.5 PER UNIT)				705					
TOTAL # OF GUEST PARKING SPACES (1 PER 5 UNITS)				94					
TOTAL REQUIRED				799					
TOTAL PROVIDED				825		RATIO	1.8		
MISSING / EXTRA SPACES				26					

AREA CALCULATIONS								
UNIT TYPE	No. BED / BATH	UNIT AREA A/C	UNIT AREA GROSS (w/balcony)	NET AREA PER FLOOR				NET AREA TYP FLOOR
				1ST FLR.	NET AREA 1 FLOOR	2-8 TYP FLR.	STORIES	
STUDIO	STUDIO	558 SF	598 SF	10	5,580 SF	10	70	5,580 SF
UNIT A	1 / 1	753 SF	793 SF	17	12,801 SF	14	98	10,542 SF
UNIT A.2	1 + DEN / 1.5	1,020 SF	1,060 SF	7	7,140 SF	11	77	11,220 SF
UNIT A.3	1 + DEN / 1.5	1,197 SF	1,237 SF	1	1,197 SF	1	7	1,197 SF
UNIT B	2 / 2	1,125 SF	1,165 SF	13	14,625 SF	22	154	24,750 SF
UNIT B.3	2 / 2	1,262 SF	1,302 SF	1	1,262 SF	1	7	1,262 SF
UNIT C	3 / 3	1,746 SF	1,786 SF	1	1,746 SF	1	7	1,746 SF
TOTAL				50	44,351 SF	60	420	56,297

AREA CALCULATIONS				
LEVEL	CIRCULATION & AMENITIES	PARKING	NET AREA	GROSS AREA
1 LEVEL	18,363 SF	41,680 SF	44,351 SF	104,394 SF
2 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
3 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
4 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
5 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
6 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
7 LEVEL	6,417 SF	41,680 SF	56,297 SF	104,394 SF
8 LEVEL	48,097 SF	0 SF	56,297 SF	104,394 SF
TOTAL	104,962 SF	291,760 SF	438,430 SF	835,152 SF

**PASCUAL PEREZ KILIDDJIAN STARR**  
ARCHITECTS + PLANNERS  
LICENSE # AA 26001357  
EDGARDO PEREZ, AIA  
LICENSE No.: AR 0015394  
MARIO P. PASCUAL, AIA  
LICENSE No.: AR 0006254  
PETER KILIDDJIAN, RA  
LICENSE No.: AR 0093067  
ANDREW STARR, RA  
LICENSE No.: AR 0095130  
AT THE BEACON CENTER  
1330 NW 84th AVENUE  
DORAL, FLORIDA 33126  
TELEPHONE: (305) 592-1363  
FACSIMILE: (305) 592-6865  
http://www.ppkarch.com  
COPYRIGHT © PASCUAL, PEREZ, KILIDDJIAN, STARR, ARCHITECTS + PLANNERS  
The architectural design and detail drawings of this building under overall project are the legal property of, and all rights are reserved by the Architect. Their use for reproduction, construction or distribution without prior written consent is strictly prohibited.  
REVISIONS:

OWNER:  
KUSHNER  
188 BAL BAY DRIVE  
BAL HARBOUR, FL 33154

**HOLLYWOOD OAKS**  
BY KUSHNER  
4220 & 4231 N 58TH AVE.  
HOLLYWOOD, FLORIDA

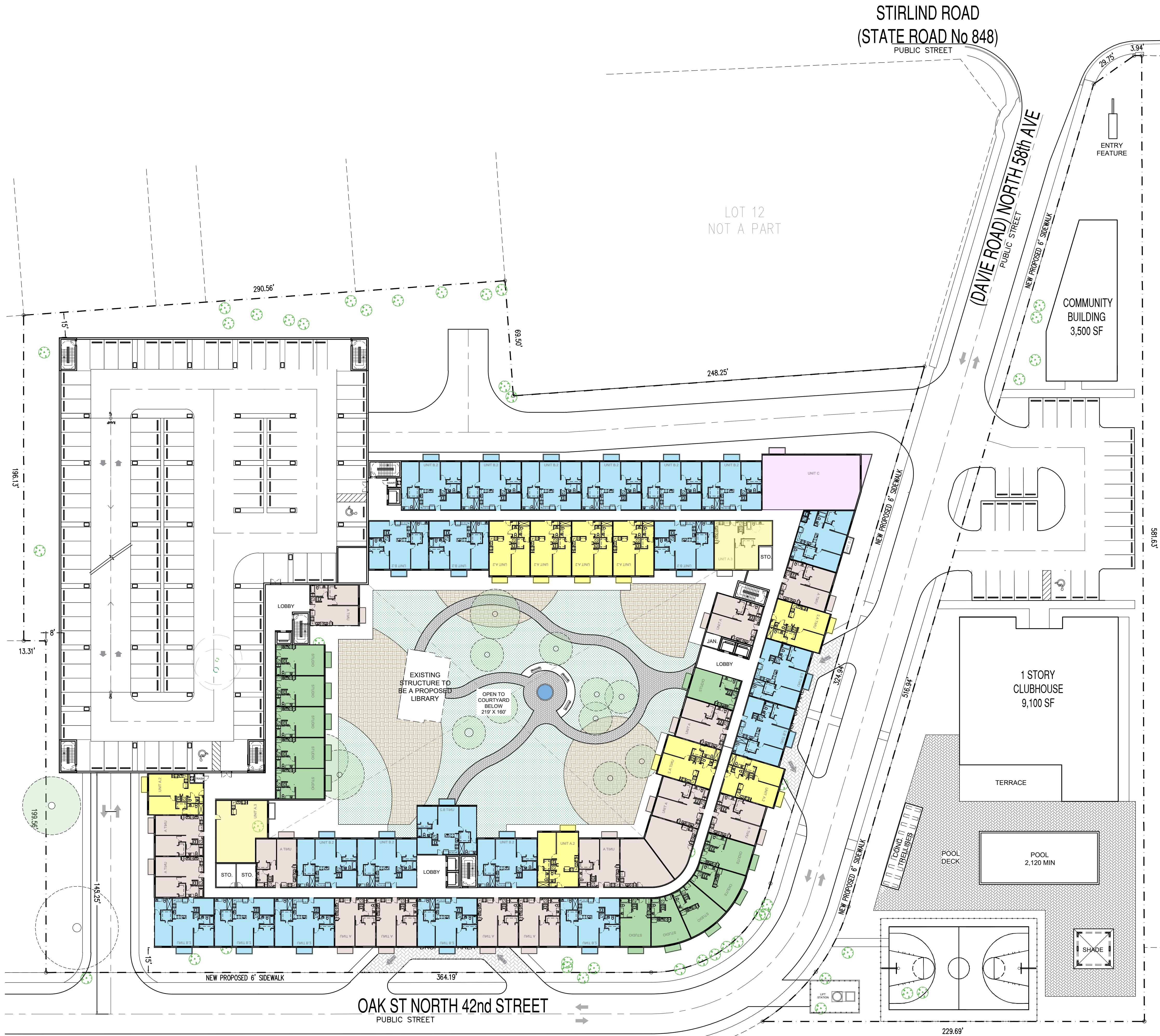
SEAL:

SITE PLAN

GROUND FLOOR  
DATE: 2024-06-14  
SCALE: AS SHOWN  
DRAWN: JC  
CHECK BY: MP / PK  
JOB NO.: 24-26

SP-1

SHEET NO.:



TYP. FLOOR PLAN  
SCALE: 1"= 30'-0"

**PASCUAL  
PEREZ  
KILIDDJIAN  
STARR**  
ARCHITECTS + PLANNERS

LICENSE # AA 26001357  
EDGARDO PEREZ, AIA  
LICENSE No.: AR 0015394  
MARIO P. PASCUAL, AIA  
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<http://www.ppkarch.com>  
COPYRIGHT © PASCUAL, PEREZ, KILIDDJIAN, STARR, ARCHITECTS - PLANNERS.  
The architectural design and general concept of this building under overall project are the legal property of, and all rights are reserved by the Architect. Their use for reproduction, distribution or disclosure without written permission is strictly prohibited.

REVISIONS:

OWNER:  
KUSHNER  
188 BAL BAY DRIVE  
BAL HARBOUR, FL 33154

**HOLLYWOOD OAKS**  
BY KUSHNER  
4220 & 4231 N 58TH AVE.  
HOLLYWOOD, FLORIDA

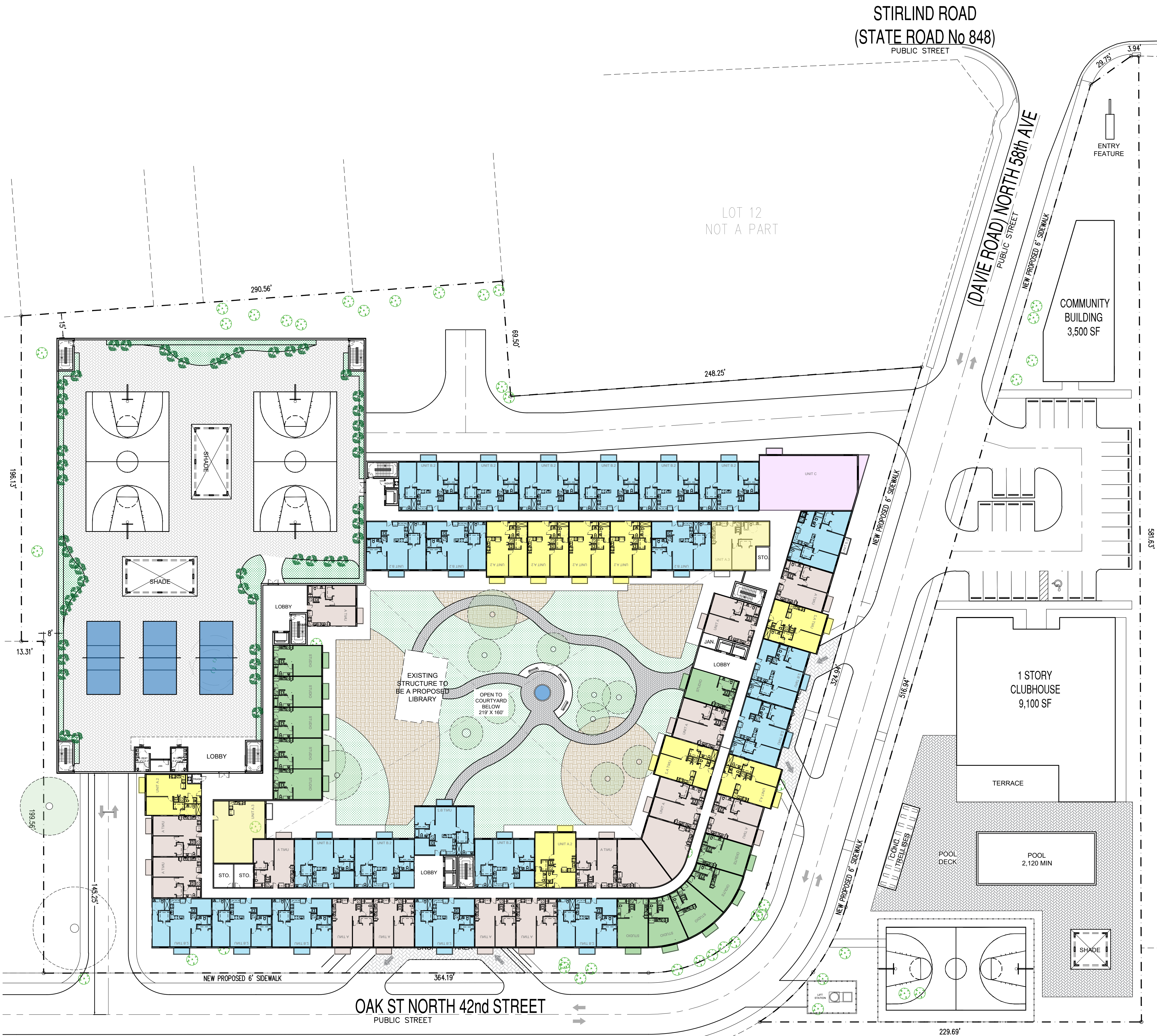
SEAL:

SITE PLAN

GROUND FLOOR  
DATE: 2024-06-14  
SCALE: AS SHOWN  
DRAWN: JC  
CHECK BY: MP / PK  
JOB NO.: 24-26

SP-2

SHEET NO.:



8TH FLOOR PLAN  
SCALE 1"= 30'-0"

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

---

13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

## PROPERTY INFORMATION REPORT

File Number: 11957159 Revised Reference: 116367.017200

Provided for: **Greenberg Traurig P.A.**  
**Attention: Daniel McCawley**  
**401 East Las Olas Blvd**  
**Suite 2000**  
**Ft. Lauderdale, Florida 33301**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY** does hereby certify that a search of the Public Records of Broward County, Florida from August 1, 1953 at 7:00 a.m. to August 20, 2024 at 11:00 p.m. on the land described:

### PARCEL 1:

All of the Plat of 58 OAK, recorded in Plat Book 183, Page 299, of the Public Records of Broward County, Florida.

### PARCEL 2:

Lot 1 of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, less portions described as follows:

#### Parcel A:

A portion of Lots 1, 4, and 5, and all of Lots 6 and 7, of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 5;

Thence North 84°29'41" East on an assumed bearing along the North line of said Lot 5, a distance of 150 feet;

Thence South 1°54'19" East 47.95 feet to a point of beginning;

Thence continue South 1°54'19" East 102.05 feet;

Thence North 84°29'41" East 2 feet;

Thence South 5°30'19" East 272 feet;

Thence South 84°29'41" West 77.47 feet to the Southwest line of said Lot 4;

Thence South 49°47'38" East along said Southwest line 138.37 feet;

Thence North 88°34'21" East along the South line of said Lot 4, a distance of 170.45 feet to the Southeast

# **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

corner of Lot 4;

Thence North 1°25'39" West along the East line of Lot 4, a distance of 200 feet to the South line of said Lot 1;

Thence North 88°34'21" East along the last described South line 23.17 feet;

Thence North 1°25'39" West parallel with the West line of Lot 1, a distance of 180.48 feet to the Southeast corner of said Lot 7;

Thence North 5°30'19" West along the East line of Lot 7, a distance of 108.30 feet to a point on a non-tangent curve whose center bears North 8°05'39" West from said point;

Thence Westerly along a 2917.79 foot radius curve to the right, through a central angle of 4°36'52" an arc distance of 234.99 feet to the Point of Beginning, said curve forming the South right of way line of Stirling Road, as shown on Florida Department of Transportation Right of Way Map; section 86516-2602.

Parcel B:

Lot 9, less the West 20.0 feet thereof, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, and that part of Lot 1 of said SEMINOLE ESTATES, described as follows:

Beginning at the Southeast corner of said Lot 9;

Thence Southerly parallel with the West line of said Lot 1, 196.13 feet to the North line of Lot 2 of said SEMINOLE ESTATES;

Thence Westerly along the North line of Lot 2 of said SEMINOLE ESTATES 89.77 feet;

Thence Northerly parallel with the West line of said Lot 1, a distance of 189.73 feet to the South line of said Lot 9;

Thence Easterly along the South line of said Lot 9, a distance of 90.0 feet to the Point of Beginning.

Parcel C:

Lot 8, and the West 20.0 feet of Lot 9, and part of Lot 1, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 8, being the Point of Beginning;

Thence on an assumed bearing of North 05°30'19" West a distance of 108.30 feet to a point on the arc of a concave curve non-tangent, Northeasterly, having a radius of 2,917.79 feet, a central angle of 01°22'19" and an

# **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

arc distance of 69.87 feet to the point of a reverse curvature of a circular curve Southeasterly;

Thence Easterly along the arc of said curve having a radius of 2,811.79 feet, a central angle of 01°13'51" and an arc distance of 60.40 feet;

Thence South 05°30'19" East, a distance of 115.81 feet to a point on the North line of Lot 1;

Thence South 01°21'40" East, a distance of 189.73 feet to a point on the North line of Lots 2 and 3;

Thence South 88°38'20" West a distance of 129.67 feet to a point;

Thence North 01°21'40" West a distance of 180.48 feet to the Point of Beginning.

PARCEL 3:

Non-exclusive easements contained in that Easement Agreement recorded July 18, 2023, under Instrument No. 118984346.

PARCELS 1 AND 2 ALSO BEING DESCRIBED AS:

PARCEL A, "58 OAK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGE 299, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF LOT 1, "SEMINOLE ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01°45'12" WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 199.83 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID "SEMINOLE ESTATES"; THENCE SOUTH 8°14'48" WEST ALONG THE NORTH LINE OF SAID LOT 2 FOR 13.34 FEET; THENCE NORTH 01°45'12" WEST 196.14 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 10 OF SAID "SEMINOLE ESTATES"; THENCE ALONG THE NORTHERLY, EASTERLY, AND SOUTHERLY BOUNDARIES OF SAID LOT 1, THE FOLLOWING SIX COURSES AND DISTANCES: 1) NORTH 84°10'08" EAST 290.56 FEET; 2) SOUTH 05°49'52" EAST 69.53 FEET; 3) NORTH 84°10'08" EAST 248.23 FEET; 4) SOUTH 14°51'09" WEST 324.91 LEFT TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 5) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 73°23'39" FOR AN ARC LENGTH OF 96.07 FEET TO A POINT OF TANGENCY; 6) SOUTH 88°14'48" WEST 364.30 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

# **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

Address: 4231 N 58<sup>th</sup> Avenue, Hollywood, Florida and 4200 N 58<sup>th</sup> Avenue, Hollywood, Florida  
Folio No. 5141 01 14 0010 and 5141 01 01 0010

Per Request of Client: Listing and hard copy of any type of encumbrance abutting the property boundary necessary for legal access to the property are listed in the following Property Appraiser Information: (no encumbrance appeared)

Folio No. 5041 36 01 0860 and 5041 01 01 0140 as to the legal description attached thereto.(see attached copies)

That record title to the land as described and shown on the above description is as follows:

**Warranty Deed filed May 9, 2018, recorded under Instrument No. 115063966, from Douglas Carter, a/k/a James Douglas Carter, individually, and as Trustee of The t/u/a James Douglas Carter dated November 11, 1994, as amended and restated to 58 Oak, LLC, a Florida limited liability company. (Parcel 1)**

**Warranty Deed filed November 8, 2018, recorded under Instrument No. 115436518, from Dawn Louise Meyer, a single woman to 58 Oak, LLC, a Florida limited liability company. (Parcel 1)**

**Corrective Warranty Deed filed November 30, 2018, recorded under Instrument No. 115475084 from Dawn Louise Meyer, a single woman to 58 Oak, LLC, a Florida limited liability company. Correcting Instrument No. 115436518 (Parcel 1)**

**Warranty Deed filed September 1, 2021, recorded under Instrument No. 117552598, from Cross Continental Missions, Inc., a Texas non-profit corporation to 4220 N 58<sup>th</sup> Avenue Partners, LLC, a Florida limited liability company. (Parcel 2)**

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. CLAIM OF LIEN CITY OF HOLLYWOOD	April 2, 2024	#119487213

**THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED**

1. PLAT	November 9, 1911	PB 2/26 (Miami-Dade)
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2. PLAT	December 19, 1945	PB 21/15
3. PLAT	July 17, 2019	PB 183/299
4. CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD RESOLUTION NO. 17-DP-54	April 12, 2023	#118788807
5. EASEMENT AGREEMENT	July 18, 2023	#118984346

**Name Search on the Fee Simple Title Owner only:**

58 OAK, LLC

4220 N 58<sup>TH</sup> AVENUE PARTNERS, LLC

**and found the following:**

NOTHING FOUND

## PROPERTY INFORMATION REPORT

FILE NUMBER: 11957159 Revised

**FIDELITY NATIONAL TITLE INSURANCE COMPANY** hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward State of Florida, and from such other public records and sources as are herein indicated.

**CONTENTS:** This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

**FORM:** Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

### THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 23rd day of August, 2024.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

By



**This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.**

CITY OF HOLLYWOOD, FLORIDA CLAIM OF LIENS


STATE OF FLORIDA } SS:  
COUNTY OF BROWARD }

Shawn Burgess, City Treasurer of the CITY OF HOLLYWOOD, a Municipal Corporation organized and existing under the laws of the State of Florida, being duly sworn, attests that the City of Hollywood, Florida, has furnished one or more of the following services to the property owners listed below: LOT MOWING, DEBRIS REMOVAL, COMMINGLED WASTE REMOVAL, REMOVAL OF OVERGROWTH AND/OR OBSTRUCTIONS (FROM THE ALLEY AND/OR THE ADJACENT RIGHT-OF-WAY), SWIMMING POOL SERVICES, SECURING OF PROPERTY AND/OR DEMOLITION OF PROPERTY, THE REMOVAL OF ANY SALVAGE, CONTENTS, DEBRIS AND ABANDONED PROPERTY FROM THE PREMISES AND CONSTRUCTION OR REPAIR OF SIDEWALK UNDER 50/50 SHARED COST SIDEWALK PROGRAM. Said sums are due and owing the City of Hollywood, Florida on the described properties which are located in the City of Hollywood, Broward County, Florida:

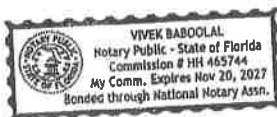
LOT	BLOCK	SUBDIVISION	OWNER/ ADDRESS	ORIGINAL AMOUNT \$	DATE OF SERVICE
21 E1/2,22	9	HOLLYWOOD BEACH 1-27 B 514213012220	GRANT, BRIDGET 328 POLK ST	145.00	02/14/24
		58 OAK 183-299 B PARCEL A 514101140010	58 OAK LLC 4231 N 58 AVE	2000.00	01/31/24
		WASHINGTON PARK HALLANDALE ADD 25-29 B LOTS 16 THRU 23, LOT 24 LESS PT DESC'D AS COMM AT NE COR OF LOT 24, S 73.78 TO POB, SLY 26.22, W 26.22, NELY 36.19 TO POB BLK D 514124071600	SOUTH FLORIDA 67 HOLDING INC 5801 PEMBROKE RD	432.85	01/31/24
4,5,6	8	HOLLYWOOD LAKES SECTION 1-32 B 514214011080	HARRIS, NANCY 1345 JACKSON ST	503.21	01/17/24
		HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 15, 16 & 17 LESS E 12.81 OF SAID LOTS & LESS S 38.48 OF LOT 17 PER OR 3622/117 BLK A	MARINA LODGE RESORT LLC 2118 N OCEAN DR #1-4	145.00	01/31/24
15	6	HOLLYWOOD HILLS 1865 81-25 B 514207130750	GIRON, JANINA 5023 GRANT ST	400.00	01/19/24
167		GRACEWOOD NO 5 29-14 B 514113090600	METRO ONE REALTY LLC 6325 BUCHANAN ST	300.00	01/12/24
		SEMINOLE ESTATES 21-15 B LOT 12 LESS PT DESC AS BEG AT NE COR OF LOT 12, SWLY 80.47, NWLY 40.46 TO P/C, WLY AN ARC DIST OF 251.83 TO P/T, SWLY 31.04, NWLY 36, NELY 333.16 TO POB 514101010120	POINCIANA PLAZA HOLDING LLC 5800-5846 STIRLING RD	560.00	01/20/24
3	1	HARRIS ESTATES 22-41 B 514216180030	MAISON DELUXE III LLC 2111 MONROE ST	300.00	12/23/23
LOT 17 & LOT 18 E1/2	89	HOLLYWOOD 1-21 B 514215026680	GAVCO SOLUTIONS LLC 1404 JACKSON ST	553.45	01/17/24

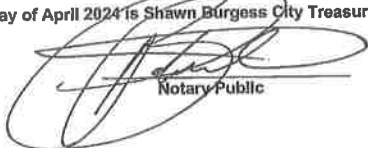
The City of Hollywood, Florida, claims a Lien for each of the above amounts, as provided for in the Municipal Code of Ordinances, Chapter 50, Sections 50.04(A) and 50.09; Chapter 101, Sections 101.05(E) and 101.05(G); Chapter 158, Section 158.06; Chapter 151, Section 151.201 and Chapter 155, Section 155.39. The above amounts shall bear interest as provided for in Section 55.03 of the Florida Statutes. IN WITNESS WHEREOF, the CITY OF HOLLYWOOD, a Municipal Corporation, has caused these amounts to be attested to and executed by its City Treasurer this 2nd day of April 2024 .

By:

  
Shawn Burgess, City Treasurer

SWORN TO AND SUBSCRIBED before me this 2nd day of April 2024 is Shawn Burgess City Treasurer, who is personally known to me.



  
Notary Public

THIS INSTRUMENT WAS PREPARED BY: City Treasurer, CITY OF HOLLYWOOD, P.O. BOX 229045 HOLLYWOOD, FLORIDA 33022-9045.  
File #: 24-10

Parcel 1

Prepared by:  
Marvin T. Bornstein, Esq.  
LAW OFFICES OF BORNSTEIN & SMITH  
2138 Hollywood Boulevard  
Hollywood, FL 33020-6716

Property Control No.: 5141-01-00-0041

**This Warranty Deed** is made this 1<sup>st</sup> day of May, 2018, by **DOUGLAS CARTER a/k/a James Douglas Carter, individually, and as Trustee OF THE t/u/a JAMES DOUGLAS CARTER dated November 11, 1994, as amended and restated**, whose address is 10833 Denver Drive, Cooper City, Florida 33026, hereinafter referred to as grantor, to **58 OAK, LLC, a Florida limited liability company**, whose address is 5230 N. 31<sup>st</sup> Place, Hollywood, Florida 33021-2315, hereinafter referred to as grantee.

**Witnesseth**, That the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, 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:

See legal description attached hereto as Exhibit "A".

SUBJECT TO taxes for the year 2018 and subsequent years; and restrictions, easements, limitations and zoning regulations of record (without reimposing the 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 the 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,

2

Warranty Deed (continued)

and 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 grantor.

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

Signed and delivered in the presence of:

Witness Signature:

Printed Name: Marvin T. Bornstein

Witness Signature:

Printed Name: Marcy Bader

Douglas Carter  
**DOUGLAS CARTER a/k/a James Douglas Carter,**  
**individually, and as Trustee OF THE t/u/a JAMES**  
**DOUGLAS CARTER, dated November 11, 1994,**  
**as amended and restated**

STATE OF FLORIDA       )  
  ) ss  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this 1<sup>st</sup> day of May, 2018, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **DOUGLAS CARTER a/k/a James Douglas Carter, individually, and as Trustee OF THE t/u/a JAMES DOUGLAS CARTER dated November 11, 1994, as amended and restated**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was taken. Said person is personally known to me.

My Commission Expires:



Signature of Notary Public

Marvin T. Bornstein  
**Printed Name of Notary Public**

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

That portion of the Northwest one quarter (NW1/4) of the Northeast one-quarter (NE1/4) of Section 1, Township 51 South, Range 41 East, Broward County, Florida described as follows:

Commence at the Southeast corner of said Northwest one quarter (NW1/4) of the Northeast one-quarter (NE1/4) of Section 1; thence on an assumed bearing of North along the East line of said Northwest one-quarter (NW1/4) a distance of 1129.68 feet, more or less, to a point 200.00 feet South of the South right-of-way line of Stirling Road and the POINT OF BEGINNING; thence West a distance of 84.65 feet to the Easterly right-of-way line of Old Davie Road; thence North  $11^{\circ}30'16''$  East along said Easterly right-of-way line a distance of 190.66 feet; thence North  $47^{\circ}53'48''$  East a distance of 29.73 feet to said South right-of-way line Stirling Road and the beginning of a 5676.58 foot radius curve to the South; thence Easterly along said South right-of-way line and along said curve through a central angle of  $0^{\circ}02'58''$  an arc distance of 4.90 feet to said East line of the Northwest one-quarter (NW1/4) of the Northeast one-quarter (NE1/4) of Section 1; thence South along East line a distance of 200.00 feet to the POINT OF BEGINNING.

Exhibit "A"

Parcel 1

THIS INSTRUMENT PREPARED BY  
CHARLES S. DALE, ESQ.  
414 N.E. 4TH STREET  
FT. LAUDERDALE, FL 33301

Property Folio Identification  
**5141 01 00 0040**

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made this 6 day of November, 2018, between,  
**GRANTOR: DAWN LOUISE MEYER, a single woman** whose address is **4231 N. 58th Avenue, Hollywood, FL 33021** and  
**GRANTEE: 58 OAK, LLC, a Florida limited liability company,** whose address is **5230 North 31st Place, Hollywood, FL 33021-2315.**  
**WITNESSETH,** that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good valuable considerations to said Grantor in hand paid by said Grantee, the receipt and sufficiency thereof is hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto said Grantee and Grantee's successors, heirs and assigns forever, the following described property (the "Property"), situated, lying and being in Broward County, Florida, to wit:

**A portion of the NW 1/4 of the NE 1/4 of Section 1, Township 51 South, Range 41 East, Broward County, Florida, being more particularly described as follows:**

**Commencing at the Southeast corner of said NW 1/4 of the NE 1/4; thence, North along the East line of said NW 1/4 of the NE 1/4, a distance of 750.00 feet to the POINT OF BEGINNING; thence, continuing North along said East line 381.64 feet; thence, West parallel to the South line of said NW 1/4 of the NE 1/4 a distance of 83.87 feet to the East right-of-way line of Old Dixie Road; thence, Southwesterly along said right-of-way line 326.27 feet to the point of curvature of a 125.00 foot radius curve concave Northwesterly; thence, continuing along said right-of-way line, Southwesterly along the arc of said curve, having a central angle of 40°23'01", an arc distance of 88.10 feet to a point of non-tangency; thence East parallel with said South line of said NW 1/4 of the NE 1/4, a distance of 230.49 feet to the POINT OF BEGINNING.**

**a/k/a 4231 N. 58th Avenue, Hollywood, FL 33021**

{Client Files\0000965\0001\00031513.DOCX } 1

**SUBJECT TO:**

1. Real Estate Taxes for the year 2019 and subsequent years.
2. Zoning and/or Restrictions and Prohibitions imposed by Governmental Authority, and Restrictions, Easements and other matters appearing on the Plat or Common to the Subdivision, provided nothing contained herein shall be deemed to re-impose same.

**TOGETHER** with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Property.

TO have and to hold the same in fee simple forever.

And said Grantor does hereby covenant 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 said property, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set her hand and seal the day and year first above written.

*Signed, sealed and delivered in the presence of:*

Charles S Dale  
Witness as to Grantor  
Charles S Dale  
Print Name of Witness  
Catherine Jossens  
Witness as to Grantor  
Catherine Jossens  
Print Name of Witness

Dawn Louise Meyer  
**DAWN LOUISE MEYER**

STATE OF FLORIDA       }  
COUNTY OF BROWARD   }

The foregoing instrument was sworn to and subscribed before me this 6 day of November, 2018 by **DAWN LOUISE MEYER, a single woman**, and she acknowledged to me that she executed the foregoing for the purposes herein stated. She is ☒ personally known to me or ☐ produced the following as identification: \_\_\_\_\_.

Charles S Dale  
Notary Public

My Commission Expires:



(Client Files/0000965/0001/00031513.DOCX ) 2

Parcel 1

THIS INSTRUMENT PREPARED BY  
CHARLES S. DALE, ESQ.  
414 N.E. 4TH STREET  
FT. LAUDERDALE, FL 33301

Property Folio Identification  
5141 01 00 0040

SPACE ABOVE THIS LINE FOR RECORDING DATA

### CORRECTIVE WARRANTY DEED

(This Corrective Warranty Deed is being recorded to correct the legal description in the original deed which was recorded in Instrument #115436518 of the Public Records of Broward County, Florida.)

THIS WARRANTY DEED made this 30 day of November, 2018, between,  
GRANTOR: DAWN LOUISE MEYER, a single woman whose address is 4231 N. 58th  
Avenue, Hollywood, FL 33021 and

GRANTEE: 58 OAK, LLC, a Florida limited liability company, whose address is 5230  
North 31st Place, Hollywood, FL 33021-2315.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100  
DOLLARS, and other good valuable considerations to said Grantor in hand paid by said Grantee,  
the receipt and sufficiency thereof is hereby acknowledged, does hereby grant, bargain, sell,  
alienate, remise, release, convey and confirm unto said Grantee and Grantee's successors, heirs  
and assigns forever, the following described property (the "Property"), situated, lying and being  
in Broward County, Florida, to wit:

**A portion of the NW 1/4 of the NE 1/4 of Section 1, Township 51 South,  
Range 41 East, Broward County, Florida, being more particularly  
described as follows:**

Commencing at the Southeast corner of said NW 1/4 of the NE 1/4;  
thence, North along the East line of said NW 1/4 of the NE 1/4, a  
distance of 750.00 feet to the POINT OF BEGINNING; thence,  
continuing North along said East line 381.64 feet; thence, West parallel  
to the South line of said NW 1/4 of the NE 1/4, a distance of 83.87 feet  
to the East right-of-way line of Old Davie Road; thence, Southwesterly  
along said right-of-way line 326.27 feet to the point of curvature of a  
125.00 foot radius curve concave Northwesterly; thence, continuing  
along said right-of-way line, Southwesterly along the arc of said curve,  
having a central angle of 40°23'01", an arc distance of 88.10 feet to a  
point of non-tangency; thence, East parallel with said South line of said

{Client Files/0000965/0001/00036672.DOCX }

2

NW 1/4 of the NE 1/4, a distance of 230.49 feet to the POINT OF BEGINNING.

a/k/a 4231 N. 58th Avenue, Hollywood, FL 33021

**SUBJECT TO:**

1. Real Estate Taxes for the year 2019 and subsequent years.
2. Zoning and/or Restrictions and Prohibitions imposed by Governmental Authority, and Restrictions, Easements and other matters appearing on the Plat or Common to the Subdivision, provided nothing contained herein shall be deemed to re-impose same.

**TOGETHER** with all the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining to the Property.

TO have and to hold the same in fee simple forever.

And said Grantor does hereby covenant 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 said property, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Charles S. Dale  
Witness as to Grantor

Dawn Louise Meyer  
DAWN LOUISE MEYER

Charles S. Dale  
Print Name of Witness

Sotera Tsantonis  
Witness as to Grantor

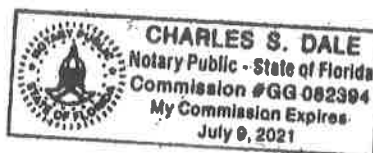
Sotera Tsantonis  
Print Name of Witness

STATE OF FLORIDA       }  
COUNTY OF BROWARD   }

The foregoing instrument was sworn to and subscribed before me this 30 day of November, 2018 by **DAWN LOUISE MEYER, a single woman**, and she acknowledged to me that she executed the foregoing for the purposes herein stated. She is ☒ personally known to me or ☐ produced the following as identification:

Charles S. Dale  
Notary Public

My Commission Expires:



(Client File#0000965/0001/00036672.DOCX )

Parcel 2

Prepared by and return to:

Alan E. Krinzman  
Assouline & Berlowe, P.A.  
Miami Tower 100 S.E. 2nd Street, Suite 3105  
Miami, FL 33131  
305-567-5576  
File Number: 000032.0025

Parcel Identification No. 5141 01 01 0010

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 19 day of August, 2021 between Cross Continental Missions, Inc., a Texas non-profit corporation whose post office address is 5201 W. Park Blvd., Suite 100, Plano, TX 75093 of the County of Collin, State of Texas, grantor\*, and 4220 N 58th Avenue Partners, LLC, a Florida limited liability company whose post office address is 3113 Stirling Road, Suite 103, Fort Lauderdale, FL 33312 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:

Legal Description of Property attached hereto and made a part hereof as Exhibit "A".

Property Address: 4220 N. 58th Avenue, Hollywood, FL 33021

Subject to restrictions, reservations and limitation of record, if any (without reimposing same), and taxes for the year 2021, which are not yet due and payable.

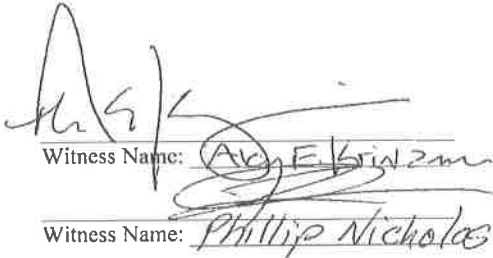
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

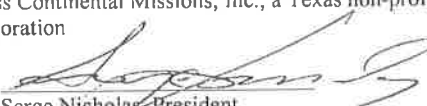
DoubleTime®

**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: Alan E. Krinzman  
Witness Name: Phillip Nicholas

Cross Continental Missions, Inc., a Texas non-profit corporation

By:   
Serge Nicholas, President  
Duly authorized as per that certain  
Unanimous Written Company Action of Directors,  
Corporation Status and Incumbency Certificate  
attached hereto as Exhibit "B"

State of Florida  
County of Broward

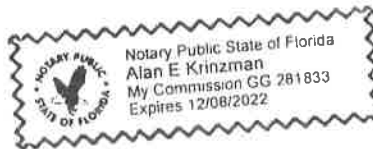
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this  
19th day of August, 2021 by Serge Nicholas, President of Cross Continental Missions, Inc., a Texas non-profit  
corporation, on behalf of said firm. He ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: Alan E. Krinzman

My Commission Expires: \_\_\_\_\_



## Exhibit A

Lot 1 of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, less portions described as follows:

**Parcel A:**

A portion of Lots 1, 4, and 5, and all of Lots 6 and 7, of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 5;

Thence North 84°29'41" East on an assumed bearing along the North line of said Lot 5, a distance of 150 feet;

Thence South 1°54'19" East 47.95 feet to a point of beginning;

Thence continue South 1°54'19" East 102.05 feet;

Thence North 84°29'41" East 2 feet;

Thence South 5°30'19" East 272 feet;

Thence South 84°29'41" West 77.47 feet to the Southwest line of said Lot 4;

Thence South 49°47'38" East along said Southwest line 138.37 feet;

Thence North 88°34'21" East along the South line of said Lot 4, a distance of 170.45 feet to the Southeast corner of Lot 4;

Thence North 1°25'39" West along the East line of Lot 4, a distance of 200 feet to the South line of said Lot 1;

Thence North 88°34'21" East along the last described South line 23.17 feet;

Thence North 1°25'39" West parallel with the West line of Lot 1, a distance of 180.48 feet to the Southeast corner of said Lot 7;

Thence North 5°30'19" West along the East line of Lot 7, a distance of 108.30 feet to a point on a non-tangent curve whose center bears North 8°05'39" West from said point;

Thence Westerly along a 2917.79 foot radius curve to the right, through a central angle of 4°36'52" an arc distance of 234.99 feet to the Point of Beginning, said curve forming the South right of way line of Stirling Road, as shown on Florida Department of Transportation Right of Way Map; section 86516-2602.

**Parcel B:**

Lot 9, less the West 20.0 feet thereof, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, and that part of Lot 1 of said SEMINOLE ESTATES, described as follows:

Beginning at the Southeast corner of said Lot 9;

Thence Southerly parallel with the West line of said Lot 1, 196.13 feet to the North line of Lot 2 of said SEMINOLE ESTATES;

Thence Westerly along the North line of Lot 2 of said SEMINOLE ESTATES 89.77 feet;

Thence Northerly parallel with the West line of said Lot 1, a distance of 189.73 feet to the South line of said Lot 9;

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DoubleTime®

## **Exhibit A**

(Continued)

Thence Easterly along the South line of said Lot 9, a distance of 90.0 feet to the Point of Beginning.

**Parcel C:**

Lot 8, and the West 20.0 feet of Lot 9, and part of Lot 1, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 8, being the Point of Beginning;

Thence on an assumed bearing of North 05°30'19" West a distance of 108.30 feet to a point on the arc of a concave curve non-tangent, Northeasterly, having a radius of 2,917.79 feet, a central angle of 01°22'19" and an arc distance of 69.87 feet to the point of a reverse curvature of a circular curve Southeasterly;

Thence Easterly along the arc of said curve having a radius of 2,811.79 feet, a central angle of 01°13'51" and an arc distance of 60.40 feet;

Thence South 05°30'19" East, a distance of 115.81 feet to a point on the North line of Lot 1;

Thence South 01°21'40" East, a distance of 189.73 feet to a point on the North line of Lots 2 and 3;

Thence South 88°38'20" West a distance of 129.67 feet to a point;

Thence North 01°21'40" West a distance of 180.48 feet to the Point of Beginning.

Parcel Identification Number: 5141 01 01 0010

# **EXHIBIT “B”**

Board of Directors Corporate Resolution of:

**CROSS CONTINENTAL MISSIONS, INC**

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on: **September 18<sup>th</sup>, 2019 at: 03.00 pm at: Hollywood, FL**

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

1. The Real Estate property of CROSS-CONTINENTAL MISSIONS, INC not for profit by 501(c) corporation, located at: *4220 N 58<sup>th</sup> avenue Hollywood Florida 33021* will be SOLD AS IS according of agreement with the following Sale contract, to:


Sales Contract dated September 12, 2019 between Cross-Continental Missions, Inc. and Reuven Rogalinsky. Reuven Rogalinsky and Sam Rogalinsky formed a new company called 4220 N 58th Avenue Partners, LLC to take title to the Property at time of closing and the said contract has been assigned to this company.

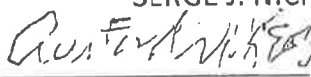
2. President of CCM, Inc. -- Dr. Serge J. Nicholas will be sign the contract on behalf of the Board of Directors in time of closing, which will have a place on: or about August 17, 2021 in Broward County, Florida.

3. In time of closing ALL the DEWS must be paid: Loans to Serge Nicholas, Reimbursement of Salary to CCM President (2008 – 2020), All expenses "OUT OF SERGE POCKET", and any other CCM dew's to Creditors, Service providers, ext.


4. The remain \$\$ amount of SALE DEAL must be transfer to the CCM account: located at [REDACTED]

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

09.18.2019 Date  President signature  
SERGE J. NICHOLAS Printed name

                     Date  Vice-President signature

09/19/2019 Date  Treasury signature  
AUSTIN WILKERSON Printed name

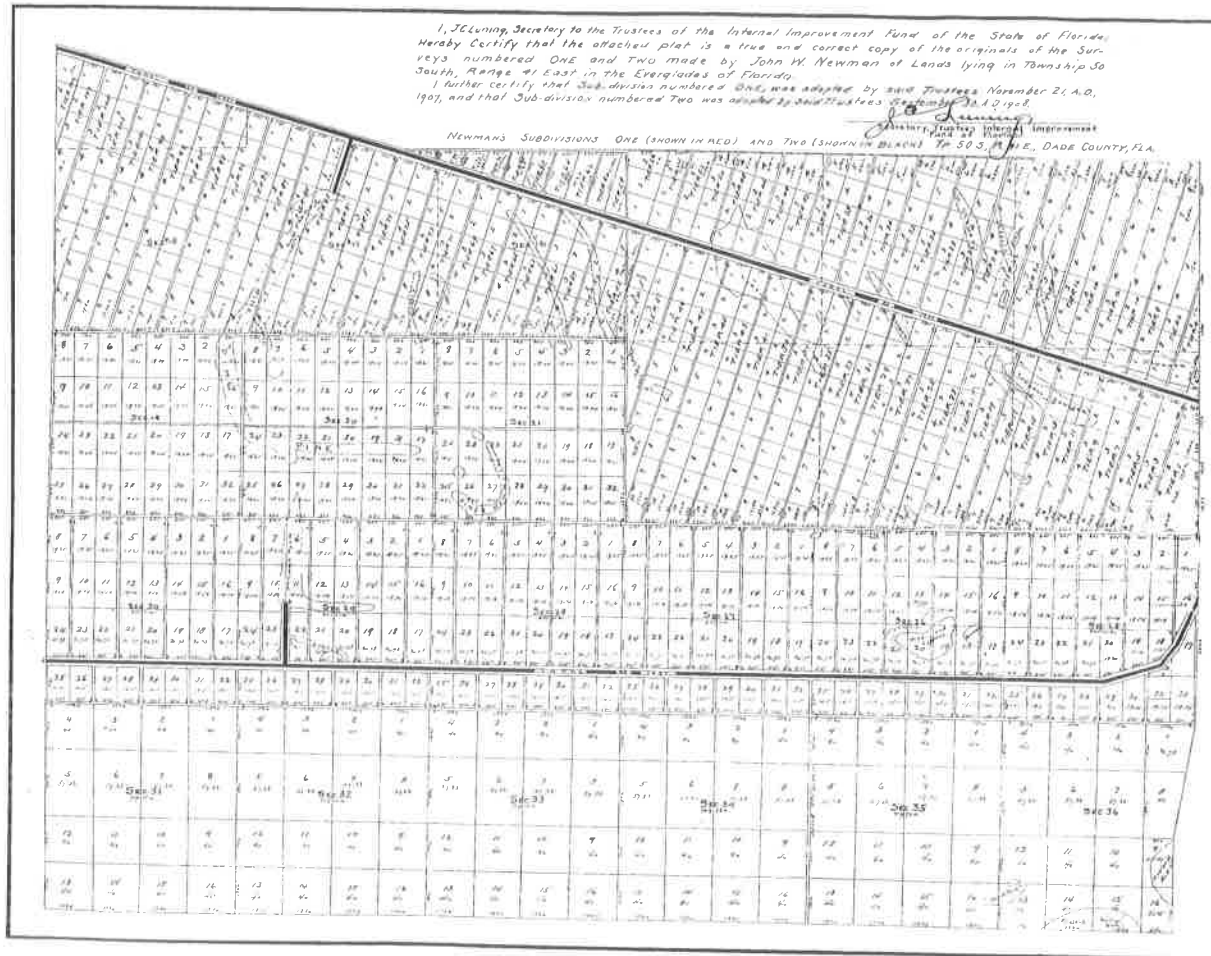
09/19/2019 Date  Director signature  
PHILLIP S. NICHOLAS Printed name  
VLADISLAV NIKOLAEV Printed name

The Secretary of the CROSS CONTINENTAL MISSIONS, INC., certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the Board of directors.

 Signature of Secretary  
HELEN NICHOLAS (Printed name)

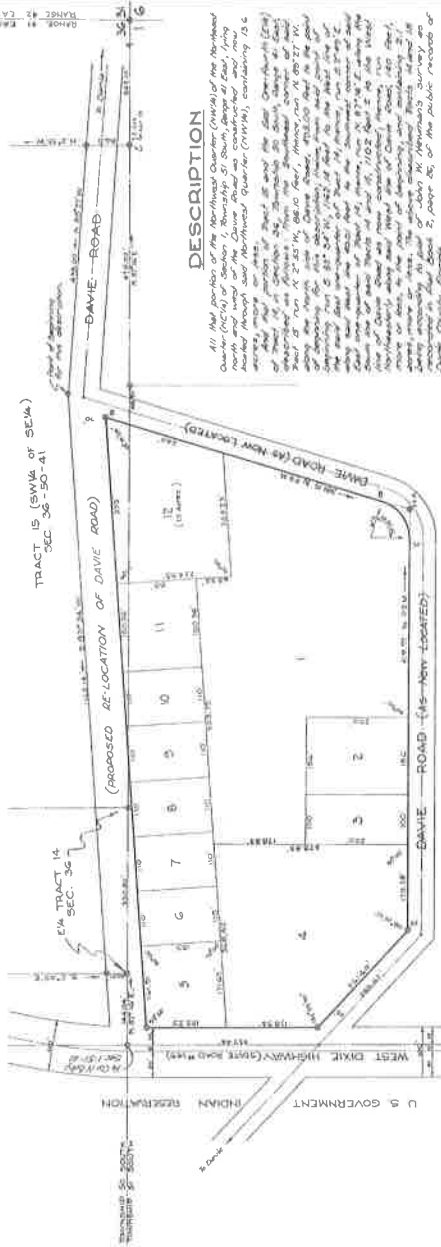
09/18/19 Date

ORIGINAL P 2126  
11-9-1911



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE  
① = PERMANENT REFERENCE MONUMENT



DESCRIPTION	DATE	AMOUNT	REMARKS
...	...	...	...

[illegible]

## DEDICATION

STATE OF FLORIDA  
COUNTY OF BROWARD

## COUNTY COMMISSION

This plot was approved and accepted for record by  
 the Board of Supervisors, and was approved by the Board of  
 County Commissioners of Broward County, Florida,  
 this 11th day of December, A.D. 1946.

ATTEST: TED CABOT  
 Clerk of Circuit Court

SURVEYOR'S CERTIFICATE

[illegible]

## KNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF ALACHUA  
I, WILLIAM C. CHASE, Clerk of the Circuit Court in and for the County of Alachua, Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of said Court.

WITNESSED my hand and the seal of said Court at Tallahassee, Florida, this 17th day of December, A.D. 1935.

WILLIAM C. CHASE, Clerk of the Circuit Court.  
By W. C. Chase, Deputy Clerk.

CIRCUIT COURT CLERK'S CERTIFICATE

FILED for record this 11th day of December, A. D. 1934, in New York at \_\_\_\_\_, Judge of the said County of \_\_\_\_\_, Criminal Court, Northern District. This file complies with the provisions of Chapter 225 (N. Y. 252), Laws of the State of New York.

**M. E. BERRY**  
 Attorney - General, Wyoming - 1965  
 1965 N. 20th Ave.  
 DENVER, COLORADO 80202

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

[illegible][illegible]

and 1400 Long in Jackson County, Oregon, are contained in the 1977 and 1978

## DEDICATION

STATE OF FLORIDA ) SS  
COUNTY OF BROWARD )

IN WITNESS WHEREOF, I AND  
THE JURY OF  
COUNTY OF ALBANY NY  
do hereby certify that the  
within and foregoing is a true  
and correct copy of the  
original as the same appears  
from the records of the  
County of Albany NY  
this 10th day of March 1999  
Clerk of the County of Albany NY

58 OAK, LLC, A FLORIDA LIMITED LIABILITY COMPANY  
BY: PPOF 58 OAK, LLC, A FLORIDA LIMITED LIABILITY  
COMPANY, MANAGER  
SOCIETY OF 58 OAK, LLC, A FLORIDA LIMITED  
LIABILITY COMPANY, MANAGER

WITNESS: Antonia King Hoffman  
 PRINT NAME: Antonia King Hoffman

WITNESS: ADONIA  
 PRINT NAME: \_\_\_\_\_

**ACKNOWLEDGMENT.**

STATE OF FLORIDA  
COUNTY OF SHARON  
HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, Paul Rastinsky WHO  
EXECUTED THE FOREGOING 2nd AND INSTRUMENT OF DEDICATION, HE/SHE IS PERSONALLY KNOWN TO ME  
AND DID NOT TAKE AN OATH.

WITNESS MY SIGNATURE AND OFFICIAL SEAL THIS 7th day of November 2018.

AT COMMISSION NUMBER: FE931934

COMMISSION EXPIRES: 11-20-2019

*Cheryl A. Schell*  
NOTARY PUBLIC - STATE OF TEXAS  
My Comm. Expires: 11-20-2019

11-20-2019



LOCATION SKETCH  
(NOT TO SCALE)

## CITY COMMISSIONERS

[illegible]

INSTRUMENTATION AND MEASUREMENTS

APPROVED: *[Signature]*  
LUIS LOPEZ, P.E.  
CITY ENGINEER

JOHN L. LEVY  
MAYOR

BROWARD COUNTY HIGHWAY CONSTRUCTION  
AND ENGINEERING DIVISION

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND  
APPROVED AND ACCEPTED FOR RECORD

BY: William L. L.  
DIRECTOR  
FLORIDA PROFESSIONAL ENGINEER  
REGISTRATION NO. 40263  
DATE: 7/5/19

DATE: 7/5/19 DATE: 6/28/19

### SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 17, FLORIDA STATUTES, GOVERNING SURVEYS; THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THESE INTERESTS MONUMENTS (P.R.M.S.) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON JUNE 15, DAY OF JUNE, 2018.

DATE: Nov 7, 2021

JOHN T. DOOGAN, P.L.S.  
FLORIDA REGISTRATION NO. 4436  
50 SW 2ND AVENUE, BOCA RATON, FL 33432  
CERTIFICATE OF AUTHORIZATION NUMBER 3300  
ALPHABETICALLY INC.

PLANNING FILE NO. #034-MP-17

11

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



3

CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD  
RESOLUTION NO. 17-DP-54

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT CONSISTING OF 58 RESIDENTIAL UNITS AND 9,300 SQ. FT. OF OFFICE SPACE (58 OAK) LOCATED AT 4231 N. 58<sup>TH</sup> AVENUE PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Planning and Development Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances, design, special exceptions and site plan approval; and

WHEREAS, the Board is duly empowered to grant variances, special exceptions, and design approvals in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, 58 Oak, LLC. ("Applicant"), has applied for Design and Site Plan approval for the construction for a mixed-use development consisting of 58 residential units and 9,300 sq. ft. of office space ("58 Oak") located at 4231 N. 58<sup>th</sup> Avenue, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Manager and Planning Administrator, following analysis of the application and its associated documents, has determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.1.4. of the Zoning and Land Development Regulations and have therefore recommended approval of the Design; and

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents, have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and have therefore recommended approval with the following conditions:

- (1) A Unity of Title, in a form acceptable to the City Attorney, shall be submitted prior to the issuance of Building Permits, and shall be recorded by the City of Hollywood in the Public Records of Broward County prior to the issuance of a Certificate of Completion or Certificate of Occupancy; and

- (2) The Applicant shall work with the Engineering Division and Broward County Transit to provide bus shelter and any appropriate easements, if feasible; and

WHEREAS, on July 25, 2019, the Board met and held an advertised public hearing to consider the Applicants' requests; and

WHEREAS, the Board reviewed the application and the Department of Development Services Planning and Urban Design Division staff report and recommendations for the Design approval, considered the following criteria pursuant to Section 5.3.1.4.a. (1) through (4) of the City's Zoning and Land Development Regulations and have determined that the following criteria have been met with added conditions:

- (1) The Architectural and Design components. Architecture refers to the architectural elements of exterior building surfaces. Architectural details should be commensurate with the building mass. Design of the building(s) shall consider aesthetics and functionality, including the relationship of the pedestrian with the built environment. The Design should consider architectural elements that are characteristic of the surrounding neighborhood.
- (2) Compatibility. The harmonious relationship between existing architectural language and composition and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood, and with the established and adopted vision for the area.
- (3) Scale/Massing. Buildings shall be proportionate in scale, with a height which is consistent with the surrounding structures, and with the established and adopted vision of the area. Building geometries shall reflect a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings.
- (4) Landscaping. Landscaped areas should contain a variety of native and other compatible plant types and forms, and be carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site should be preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Development Services Planning and Urban Design Division staff report and the Technical Advisory Committee's recommendation for the Site Plan approval with conditions, and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments and found that the Site Plan requirements have been met with a condition as set forth below.

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT CONSISTING OF 58 RESIDENTIAL UNITS AND 9,300 SQ. FT. OF OFFICE SPACE (58 OAK) LOCATED AT 4231 N. 58<sup>TH</sup> AVENUE PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND DEVELOPMENT BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby **approved**.

Section 3: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and Site Plan is hereby **approved with the following conditions:**

- (a) A Unity of Title, in a form acceptable to the City Attorney, shall be submitted prior to the issuance of Building Permits, and shall be recorded by the City of Hollywood in the Public Records of Broward County prior to the issuance of a Certificate of Completion or Certificate of Occupancy; and
- (b) The Applicant shall work with the Engineering Division and Broward County Transit to provide bus shelter and any appropriate easements, If feasible; and
- (c) Satellite dishes shall be roof mounted and not mounted onto exterior walls or balconies.

Section 4: That the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 5: That the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF A MIXED-USE DEVELOPMENT CONSISTING OF 58 RESIDENTIAL UNITS AND 9,300 SQ. FT. OF OFFICE SPACE (58 OAK) LOCATED AT 4231 N. 58<sup>TH</sup> AVENUE PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

Section 6: That the Department of Development Services Planning and Urban Design Division is hereby directed to forward a copy of this resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the Public Records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF July, 2019.

RENDERED THIS 30<sup>th</sup> DAY OF March, <sup>2023</sup> 2019.

  
DIANA PITTARELLI, ACTING CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use reliance of the Planning and Development Board of the City of Hollywood, Florida, only.

  
DEBRA-ANN REESE, BOARD COUNSEL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 1, Township 51 South, Range 41 East, Broward County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; thence, North along the east line of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , a distance of 750.00 feet to the POINT OF BEGINNING; thence, continuing North along said east line 381.64 feet; thence, West parallel to the south line of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , a distance of 83.87 feet to the east right-of-way of Old Davie Road; thence, Southwesterly along said right-of-way line 326.27 feet to the point of curvature of a 125.00 foot radius curve concave northwesterly; thence, continuing along said right-of-way line, Southwesterly along the arc of said curve, having a central angle of 40°23'01", an arc distance of 88.10 feet to a point of non-tangency; thence, East parallel with said south line of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , a distance of 230.49 feet to the POINT OF BEGINNING.

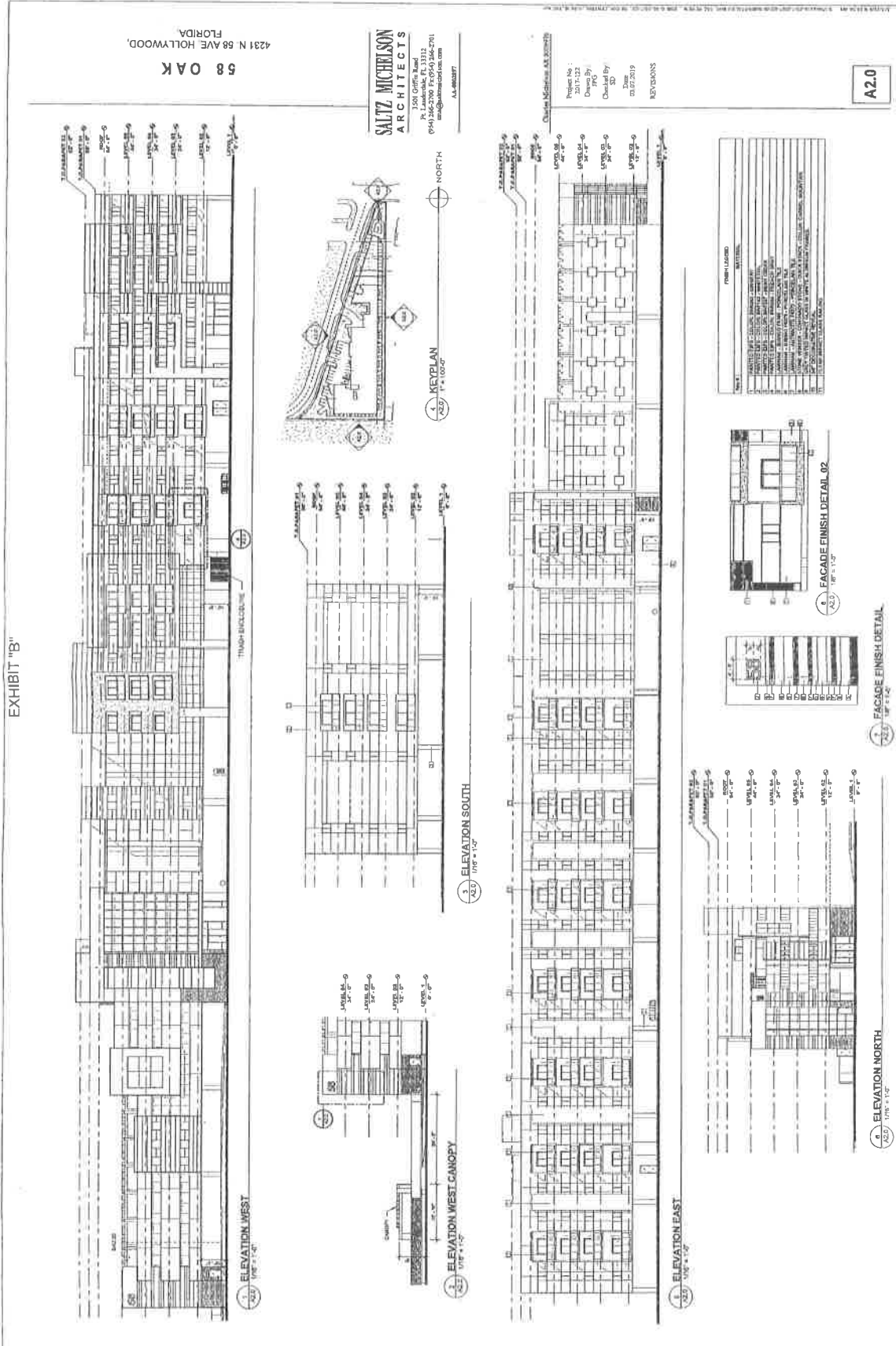
TOGETHER WITH:

That portion of the Northwest one quarter (NW  $\frac{1}{4}$ ) of the Northeast one-quarter (NE  $\frac{1}{4}$ ) of Section 1, Township 51 South, Range 41 East, Broward County, Florida described as follows:

Commence at the Southeast corner of said Northwest one quarter (NW  $\frac{1}{4}$ ) of the Northeast one-quarter (NE  $\frac{1}{4}$ ) of Section 1; thence on an assumed bearing of North along the East line of said Northwest one-quarter (NW  $\frac{1}{4}$ ) a distance of 1129.88 feet, more or less, to a point 200.00 feet South of the South right-of-way line of Stirling Road and the POINT OF BEGINNING; thence West a distance of 84.65 feet to the Easterly right-of-way line of Old Davie Road; thence North 11°30'16" East along said Easterly right-of-way line a distance of 190.88 feet; thence North 47°53'48" East a distance of 29.73 feet to said South right-of-way line Stirling Road and the beginning of a 5676.58 foot radius curve to the South; thence Easterly along said South right-of-way line and along said curve through a central angle of 0°02'58" an arc distance of 4.90 feet to said East line of the Northwest one-quarter (NW  $\frac{1}{4}$ ) of the Northeast one-quarter (NE  $\frac{1}{4}$ ) of Section 1; thence South along East line a distance of 200.00 feet to the POINT OF BEGINNING.

Project No.:	Doc No.:	Date:	REVISONS
Drawn By:	Proj	07.07.2019	1. (name) 2e. Comments
Checked By:	SAIA		
SP1			

EXHIBIT "B"



After recording, return to:  
Alan E. Krinzman, Esq.  
Assouline & Berlowe, P.A.  
100 SE 2<sup>nd</sup> Street, Suite 3105  
Miami, FL 33131

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this 5<sup>th</sup> day of July, 2023, by and among EMERALD HOLLYWOOD OWNER, LLC, a Delaware limited liability company, as to a 46.667% undivided tenants-in-common interest in the Emerald Waters Parcel (as defined below), 4000 NORTH 56TH OWNER, LLC, a Delaware limited liability company, as to a 4.750% undivided tenants-in-common interest in the Emerald Waters Parcel, EMERALD HOLLYWOOD INVESTOR, LLC, a Delaware limited liability company, as to a 6.00% undivided tenants-in-common interest in the Emerald Waters Parcel, EMERALD WATERS G OWNER, LLC, a Delaware limited liability company, as to a 14.00% undivided tenants-in-common interest in the Emerald Waters Parcel and CLUB AT EMERALD WATERS INVESTORS, LLC, a Delaware limited liability company, as to a 28.583% undivided tenants-in-common interest in the Emerald Waters Parcel (collectively, "Emerald Waters"), 58 OAK, LLC, a Florida limited liability company ("Oak"), and 4220 N 58TH AVENUE PARTNERS, LLC, a Florida limited liability company ("Avenue Partners"). Avenue Partners and Oak shall be collectively hereinafter referred to as "Oak Avenue".

### WITNESSETH:

WHEREAS, Emerald Waters is the owner of that certain tract of land (the "Emerald Waters Parcel") described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Avenue Partners is the owner of that certain tract of land (the "Avenue Partners Parcel") described in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, Oak is the owner of that certain tract of land (the "Oak Parcel") described in Exhibit "C" attached hereto and incorporated herein (each of the Emerald Waters Parcel, the Avenue Partners Parcel and the Oak Parcel being hereinafter sometimes individually referred to as a "Parcel"); and

WHEREAS, Emerald Waters and Oak Avenue desire to enter into this Agreement for purpose of granting and conveying certain easements in order to facilitate the development, use and operation of the Emerald Waters Parcel, the Avenue Partners Parcel and the Oak Parcel, as more fully set forth below;

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100

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#00375542

Dollars (\$10.00) in hand paid and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party being hereinafter sometimes referred to as an "Owner"), intending to be legally bound, do hereby agree as follows:

1. Grant of Easements by Emerald Waters for the benefit of Oak Avenue, the Avenue Partners Parcel and the Oak Parcel. In consideration of payment to Emerald Waters from Oak Avenue in the amount TEN AND 00/100 DOLLARS (\$10.00) and the promises and covenants of each of them under this Agreement, Emerald Waters hereby grants and conveys to Oak Avenue and each of their respective contractors, subcontractors, employees, and agents (the "Construction Parties") the following easements for the benefit of Oak Avenue, the Avenue Partners Parcel, the Oak Parcel, and their respective Construction Parties and, to the extent title to the Avenue Partners Parcel or the Oak Parcel is leased, transferred or assigned, to the successors and assigns of the transferring Owner:

1.1 Temporary Construction Easement. A temporary construction easement (the "Temporary Construction Easement") over, across, upon and through the portions of the Emerald Waters Parcel labeled as the "*Sketch and Legal Description 10' Wide Force Main Easement*" on the Location Map attached hereto as Exhibit "D" and incorporated herein (the "Temporary Construction Easement Area"), for the construction activities in connection with: (a) the construction and installation of a six (6") inch wide force main sewer line (the "New Sewer Line"), which New Sewer Line will connect the sewer lines from the Avenue Partners Parcel and Oak Parcel to the main sewer line running along 56<sup>th</sup> Avenue via the Emerald Waters Parcel (the "Sewer Line Installation Work") and (b) the removal and disposal of the existing lift station located on the Emerald Waters Parcel, the construction and installation of a new lift station on the Emerald Waters Parcel (the "New Lift Station") which New Lift Station shall be for the sole use and benefit of the Emerald Waters Parcel and the procurement of a temporary "lift station apparatus" to service the Emerald Waters Parcel once the existing lift station is removed until the New Lift Station is placed into service (collectively, the "Lift Station Installation Work"). The Sewer Line Installation Work and the Lift Station Installation Work shall also include promptly restoring, or causing to be restored, the Emerald Waters Parcel to substantially the condition which existed prior to such work, at Oak Avenue's sole cost and expense. The Temporary Construction Easement shall automatically terminate, without any further action by either party, upon the earlier of the lien free completion of both the Sewer Line Installation Work and Lift Station Installation Work as contemplated herein, or December 31, 2026; provided, however, that Oak Partners shall have the right to extend the outside expiration date of the Temporary Construction Easement for a period not to exceed 180 days by delivering written notice of such election to Emerald Waters on or before October 1, 2026. The Temporary Construction Easement Area shall be used in such a manner which minimizes disruption of or interference with the use and operation of the remainder of the Emerald Waters Parcel by Emerald Waters, its successor and assigns and all of their occupants, tenants, guests or invitees. Upon such completion, Oak Avenue shall promptly remove all of its and its Construction Parties' equipment and personal property from the Temporary Construction Easement Area and leave the Temporary Construction Easement Area in a clean and debris-free condition.

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1.2 Sewer Line Easement. A non-exclusive, perpetual easement (the "Sewer Line Easement") over, across, upon and through the portions of the Emerald Waters Parcel shown on the Sewer Line Easement attached hereto as Exhibit "D" (the "Sewer Line Easement Area"), which easement rights are limited to the right of Oak Avenue and each of its successors and assigns to access portions of the Sewer Line Easement Area to maintain, repair and replace the New Sewer Line, at Oak Avenue's sole cost and expense, including the requirement for Oak Avenue and its successors and assigns to restore, repair or rebuild any part of the Emerald Waters Parcel damaged or destroyed by the New Sewer Line or a failure of such New Sewer Line, at Oak Avenue's and its successors and assigns sole cost and expense.

2. Construction and Maintenance Obligations.

2.1 Construction. Oak Avenue shall be responsible for the cost and expense of completing the Sewer Line Installation Work and Lift Station Installation Work, including, without limitation, all permitting, engineering, surveying and construction costs and Emerald Waters' legal fees in connection with the transactions contemplated by this Agreement. Emerald Waters shall have approval rights over the scope of the Lift Station Installation Work. In the event Emerald Waters develops the vacant portion of the Emerald Waters Parcel located on the Southwest corner of Stirling Road and 56<sup>th</sup> Avenue, Emerald Waters shall have the right, at its sole cost and expense, to connect the sewer lines for such development to the New Sewer Line. Prior to commencing the Sewer Line Installation Work and the Lift Station Installation Work, Oak Avenue and its sureties shall execute, and deliver to Emerald Waters, a "Payment Bond" and a "Performance Bond" covering the Sewer Line Installation Work and the Lift Station Installation Work (the "P&P Bonds"). The P&P Bonds shall be issued by a surety reasonably acceptable to Emerald Waters, in its reasonable discretion. The Payment Bond is intended to, and shall be deemed to be, an unconditional statutory Payment Bond pursuant to the requirements of Section 713.23, Florida Statutes.

2.2 Maintenance. Emerald Waters shall be responsible for maintaining the Sewer Line Easement Area (but not the New Sewer Line itself) and Oak Avenue shall be responsible for maintaining the New Sewer Line. Notwithstanding the aforementioned maintenance obligations, Oak Avenue warrants that the New Lift Station and the New Sewer Line shall be free from defects in materials and workmanship for a period of three (3) years from the expiration of the Temporary Construction Easement. In addition to the foregoing, Oak Avenue shall present a New Sewer Line preventative maintenance plan for Emerald Waters' approval (not to be unreasonably withheld or delayed), which plan shall include, without limitation, camera inspections and jetting/cleaning of the New Sewer Line on an annual basis.

2.3 Bond Requirement. Simultaneously with the expiration of the Temporary Construction Easement, Oak Avenue shall deliver to Emerald Waters an executed maintenance bond, which guarantees the warranty (the "Maintenance Bond"). The Maintenance Bond shall have as the surety thereon only such surety company as is reasonably acceptable to Emerald Waters and which is authorized to write bonds of such character and amount under the laws of the State of Florida. A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better or be acceptable to Emerald Waters. The attorney-in-fact or other officer who signs a bond must file with such bonds a certified

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copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the Oak Avenue's contractor as "Principal" and Oak Avenue and Emerald Waters as "Co-obligees" or Emerald Waters as sole "Obligee". In the alternative, Oak Avenue may be named as "Principal" and Emerald Waters as "Obligee". Arbor JPM Funding, LLC shall be a "Co-obligee" on the Maintenance Bond. The Maintenance Bond shall remain in force for three (3) years following the date of expiration of the Temporary Construction Easement to protect Emerald Waters against losses resulting from any and all defects in materials or improper performance of work. Upon demand by Emerald Waters, Oak Avenue shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which Emerald Waters shall make such repairs and/or replacements of defective work and/or materials and Oak Avenue and/or its Surety shall be liable to Emerald Waters for all costs arising therefrom. Oak Avenue also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment or control.

2.4 General. Any construction or maintenance work performed by or on behalf of any Owner pursuant to this Agreement shall be performed in a good, diligent, lien-free and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances. Each Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the Parcel of any other Owner arising from or relating to such work within thirty (30) days of written notice thereof. In the event any liens are not satisfied, discharged or bonded off within such thirty (30) day period, Emerald Waters shall have the right, in addition to any other remedy at law or in equity, to settle, satisfy, discharge or bond off such lien, at its sole discretion, and Oak Avenue shall be responsible to pay all reasonable costs thereof within thirty (30) days following receipt of written demand therefor (including copies of the invoices or supporting documentation evidencing such costs). Except as expressly provided above, no work done by or on behalf of any Owner shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the Parcel of any other Owner. Upon the completion of the Sewer Line Installation Work and Lift Station Installation Work, Oak Avenue shall deliver to Emerald Waters final lien releases, contractors affidavits, termination of notices of commencement, if any, and other applicable satisfactions/releases, and Oak Avenue shall promptly restore or cause to be restored the Emerald Waters Parcel to substantially the condition which existed prior to such work, at Oak Avenue's sole cost and expense. Furthermore, Oak Avenue shall assign Emerald Waters all construction warranties with respect to the New Lift Station. Oak Avenue shall provide Emerald Waters no less thirty (30) days written notice before commencing the Sewer Line Installation Work and the Lift Station Installation Work; *provided, however*, Emerald Waters and Oak Avenue shall mutually coordinate the start date for said work. Once the parties agree on a commencement date for the work, Emerald Waters shall prepare and execute a Notice of Commencement in accordance with the requirements of Chapter 713, Florida Statutes, record the Notice of Commencement (with a copy of the Payment Bond attached thereto) in the public records of Broward County, Florida and post a copy of the recorded Notice of Commencement at the sites for the Sewer Line Installation Work and the Lift Station Installation Work.

2.4 Insurance. Oak Avenue will procure and maintain, and will require its Construction Parties to procure and maintain, at its sole cost and expense, from the date hereof until the completion of all of the work contemplated by this Agreement, automobile liability

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insurance, and commercial general liability insurance against liability for bodily injury and death and property damage, in reasonable and customary amounts and forms and such other types and amounts of insurance as required by law and reasonably acceptable to Emerald Waters and Emerald Waters shall be added as additional insureds on all such insurance. The commercial general liability insurance is to include broad form property damage and afford coverage for explosion, collapse and underground hazards, and "personal injury" liability insurance and an endorsement providing that the insurance afforded under the foregoing policy is primary insurance and that any insurance maintained by Emerald Waters is excess and non-contributing with the insurance required hereunder. Oak Avenue will provide evidence of the foregoing insurance upon the request of Emerald Waters. Such insurance shall include coverage to restore, repair or rebuild any part of the Emerald Waters Parcel damaged by the New Sewer Line or the failure of such New Sewer Line.

3. Modification of Sewer Line Easement. Emerald Waters hereby agrees that, upon request by the applicable governmental or municipal authorities (if any) and subject to the consent of the holder of any mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Emerald Waters Parcel ("Emerald Waters Lender"), Emerald Waters will execute a document reasonably modifying the existing Sewer Line Easement so as to center the easement area on the existing sewer lateral.

4. Indemnity and Limitation of Liability.

4.1 Indemnification. Oak Avenue hereby agrees to indemnify, defend and hold Emerald Waters harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Oak Avenue in the exercise of either of its rights or in the performance of either of its obligations to Emerald Waters hereunder, and any damage to the Emerald Waters Parcel or its occupants, tenants, guests or invitees arising from or in connection with the Sewer Line Installation Work, the Lift Station Installation Work and the New Sewer Line, except to the extent arising from the gross negligence or intentional acts of Emerald Waters or its tenants, guests or invitees.

4.2. Limitation of Liability. The use of the Temporary Construction Easement Area and Sewer Line Easement Area by Oak Avenue and/or Construction Parties shall be at the sole risk of Oak Avenue and/or Construction Parties, as applicable; it being understood and agreed that Emerald Waters shall not be liable for any personal injury or property damage incurred by the Oak Avenue and/or Construction Parties in connection therewith except to the extent caused by the gross negligence or willful misconduct of Emerald Waters.

5. Warranty of Title. Emerald Waters covenants and warrants that it is the owner in fee simple of the Emerald Waters Parcel and that it has a good and lawful right to convey the foregoing easements over the Emerald Waters Parcel unto Oak Avenue, subject only to prior easements and encumbrances of record, if any, as of the date of this Agreement. Emerald Waters and its successors and assigns hereby warrant and shall defend the right and title to the foregoing easements unto Oak Avenue and its successors and assigns against the lawful claims of all persons claiming by, through or under Emerald Waters, but excluding any persons claiming by, through or under any prior easements or encumbrances of record, if any, as of the date of this Agreement.

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6. Remedies and Enforcement; Self-Help. In the event of a breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the non-defaulting Owner (the "Non-Defaulting Party") shall provide written notice of such breach to the defaulting Owner (the "Defaulting Party"). If the Defaulting Party fails to cure a breach of this Agreement within thirty (30) days following written notice thereof by the Non-Defaulting Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30)-day period, the Defaulting Party commences such cure within such thirty (30)-day period and thereafter diligently prosecutes such cure to completion), the Non-Defaulting Party shall have the right to pursue any one or more of the following remedies: (a) perform such obligation contained in this Agreement on behalf of such Defaulting Party and be reimbursed by such Defaulting Party upon demand for the reasonable costs thereof together with interest at the maximum rate of interest permitted by law; (b) full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due; and/or (c) specific performance. Any claim for reimbursement as set forth in this Section 6, together with interest thereon as described above, shall be secured by a lien on the Defaulting Party's Parcel and the improvements thereon owned by said Defaulting Party, which lien shall be effective upon the applicable non-Defaulting Party recording of notice thereof in the Public Records of Broward County, Florida. The applicable Non-Defaulting Party may enforce said lien in the same manner as a construction lien under Florida Statutes §713.

7. Noise, Dust, and Debris. Any construction or maintenance work performed by or on behalf of any Owner pursuant to this Agreement shall be done in a manner which employs commercially reasonable efforts in accordance with industry standards to mitigate or reduce excess noise, dust and debris created by the construction or maintenance. Additionally, any construction or maintenance work performed by or on behalf of any Owner pursuant to this Agreement shall occur during days of the week and during the hours that construction activities are permitted to occur by the City of Hollywood Code of Ordinances, as may be amended from time to time.

8. Nuisance Payment by Oak Avenue. Oak Avenue shall make a one-time payment in the stipulated amount of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) to Emerald Waters, by check or wire transfer, which payment shall be made no later than sixty (60) days after Oak Avenue's receipt of this executed Agreement.

9. Further Assurances. From time to time, at the request of any Owner and without further consideration, the other Owners shall execute and deliver any further instruments and take such other actions as may be reasonably required to accomplish the purposes of this Agreement.

10. Amendment. The Owners hereby agree that only upon the written consent of all parties hereto or their respective successors and assigns and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

11. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or

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omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other shall impair any such right or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

12. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

13. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Emerald Waters Parcel, the Avenue Partners Parcel and the Oak Parcel, respectively, and shall run with title to, and be appurtenant to, such Parcels.

14. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon being deposited with a professional overnight courier service or in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth under the signature of such Owner to this Agreement, however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Section.

15. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns. For avoidance of doubt, Oak Avenue's requirement to restore, repair or rebuild the New Sewer Line shall run with the property described herein and be transferred to each successive owner of the property described herein.

16. Enforcement Costs. If any dispute arises regarding a breach or default under this Agreement, or with respect to the interpretation or enforcement of any provision hereunder, and/or any litigation or other legal proceeding is commenced in connection therewith, the prevailing party, in addition to any other relief to which it may be entitled, shall be entitled to recover from the non-prevailing party, its attorney's fees, court costs and all expenses including, without limitation, paralegal fees, investigative fees, administrative costs, expert fees and all other charges billed by the attorney of the prevailing party, incurred in the dispute or in negotiations preceding

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the initiation of and during any litigation or other legal proceeding, and all such fees and costs incident to appeals, other post-judgment proceedings, and in litigating entitlement to and the amount of such fees and costs to be awarded under this Section 14.

17. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INSTITUTED BY ANY PARTY AGAINST ANOTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE EASEMENT GRANTED HEREUNDER.

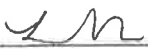
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.


Signed, sealed and delivered  
in the presence of:

  
Witness Name: Leonella Bhadai

  
Witness Name: Mcghan Allison

**EMERALD WATERS:**

EMERALD HOLLYWOOD OWNER, LLC,  
4000 NORTH 56TH OWNER, LLC  
EMERALD HOLLYWOOD INVESTOR, LLC  
EMERALD WATERS G OWNER, LLC  
CLUB AT EMERALD WATERS INVESTORS,  
LLC, each a Delaware limited liability company

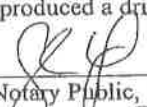
By:   
Name: Yehoshua Leib Fruchthandler  
Title: Authorized Signatory

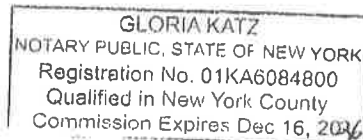
Address: c/o FBE Limited LLC  
One State Street, 32nd Floor  
New York, NY 10004  
Attn: Neil Simon, Esq.

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of July, 2023, by Yehoshua Leib Fruchthandler, as Authorized Signatory of each of Emerald Hollywood Owner, LLC, 4000 North 56th Owner, LLC, Emerald Hollywood Investor, LLC, Emerald Waters G Owner, LLC, and Club At Emerald Waters Investors, LLC, each a Delaware limited liability company, on behalf of the companies, ☒ being personally known to me or ☐ having produced a driver's license(s) as identification.

[Notary Seal]

  
Notary Public, State of New York  
Printed Name: GLORIA KATZ  
My Commission Expires: DECEMBER 16, 2026



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AVENUE PARTNERS:

4220 N 58TH AVENUE PARTNERS, LLC,  
a Florida limited liability company

By: [Signature]  
Samuel Rogatinsky, Manager

Address: 3113 Stirling Road, Suite 103  
Ft. Lauderdale, FL 3312

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness Name: Lynda Joseph  
[Signature]  
Witness Name: E. Terrell Matthews

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 June, 2023, by Samuel Rogatinsky, as Manager of 4220 N 58th Avenue Partners, LLC, a Florida limited liability company, on behalf of the company, ☐ being personally known to me or ☒ having produced a driver's license(s) as identification.

[Notary Seal]

[Signature]  
Notary Public, State of Florida  
Printed Name: Kevin E. Phanord  
My Commission Expires: 07-05-2025



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OAK:

58 OAK, LLC, a Florida limited liability company

By: [Signature]  
Ari Pearl, Manager

Address: 5230 N. 31<sup>st</sup> Place  
Hollywood, FL 33021

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness Name: E. Terrell Matthews

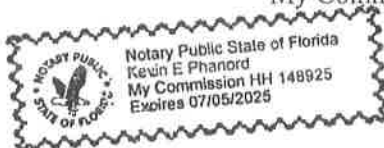
[Signature]  
Witness Name: Lynda Joseph

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 June, 2023, by Ari Pearl, as Manager of 58 OAK, LLC, a Florida limited liability company, on behalf of the company, ☐ being personally known to me or ☒ having produced a driver's license(s) as identification.

[Notary Seal]

[Signature]  
Notary Public, State of Florida  
Printed Name: Kevin E. Phanord  
My Commission Expires: 07-05-2025



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CONSENT AND JOINDER

By execution of this Consent and Joinder, ARBOR JPM FUNDING, LLC, a Delaware limited liability company ("Lender"), hereby joins in and consents to the foregoing Agreement. Lender hereby agrees that the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Instrument No. 117626721, in Official Records of Broward County, Florida, as assigned to Lender pursuant to the Assignment Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded as Instrument No. 118116593, in Official Records of Broward County, Florida, is subordinate to the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Joinder this 5<sup>th</sup> day of July, 2023.

LENDER: ARBOR JPM FUNDING, LLC, a Delaware limited liability company

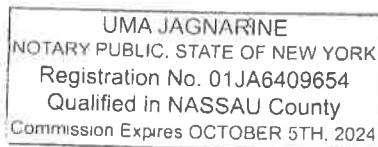
By: [Signature]  
Name: Valerie Rubin  
Title: Authorized Signatory

STATE OF NEW YORK  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of July, 2023, by Valerie Rubin, as Authorized Signatory of ARBOR JPM FUNDING, LLC, a Delaware limited liability company, on behalf of the company, ☒ being personally known to me or ☐ having produced a driver's license(s) as identification.

[Notary Seal]

[Signature]  
Notary Public, State of New York  
Printed Name: Uma Jagnarine  
My Commission Expires:



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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EMERALD WATERS PARCEL**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hollywood, County of Broward, State of Florida.

A portion of Parcel "A", of EMERALD PARK, as recorded in Plat Book 112 Page 30, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northeast corner of Section 1, Township 51 South, Range 41 East, Broward County, Florida, run South 0° 15' 56" East along the East line of said Section 1, a distance of 668.35 feet; thence South 89° 50' 09" West 40 feet to the West right-of-way line of North 56th Avenue and a Point of Beginning; thence continue South 89° 50' 09" West 220 feet; thence South 0° 15' 56" East 272.86 feet; thence South 89° 56' 35" West 249.81 feet; thence North 0° 16' 57" West 25.59 feet; thence South 89° 43' 03" West 150 feet; thence South 0° 16' 57" East 300 feet; thence South 89° 43' 03" West 239.75 feet; thence North 0° 17' 50" West 55.58 feet; thence South 89° 42' 10" West 100 feet; thence North 0° 17' 50" West 280 feet; thence South 89° 42' 10" West 320 feet to the West line of Parcel "A" of said EMERALD PARK; thence North 0° 17' 50" West along the last described line 340 feet; thence North 89° 42' 10" East 254.52 feet; thence North 24° 41' 01" West 23.06 feet; thence North 22° 32' 11" East 89.80 feet to a point of curvature; thence on a 20 foot radius curve to the right, through a central angle of 67° 09' 59" an arc distance of 23.45 feet to a point of tangency; thence North 89° 42' 10" East 66.72 feet to a point of curvature; thence on a 40 foot radius curve to the right, through a central angle of 101° 36' 36", an arc distance of 70.94 feet; thence North 89° 42' 10" East 240.82 feet; thence North 0° 17' 50" West 86.45 feet; thence North 89° 42' 10" East 414.95 feet; thence North 0° 15' 56" West 320 feet to a point on a non-tangent curve whose center bears North 1° 12' 08" East 2,929.79 feet from said point, said curve also being the Northerly line of said Parcel "A"; thence Easterly along the last described curve to the left and along said Northerly line, through a central angle of 1° 28' 08", an arc distance of 75.11 feet to a point of tangency; thence North 89° 44' 00" East 109.90 feet; thence South 45° 15' 58" East 49.50 feet to the West right-of-way line of said North 56th Avenue and the Easterly line of said Parcel "A"; thence South 0° 15' 56" East 568.28 feet to the Point of Beginning.

**a/k/a 3910 N 56 Avenue, Hollywood, FL 33021**

**Parcel Identification No. 5141 01 08 0040**

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**EXHIBIT "B"**

**LEGAL DESCRIPTION OF AVENUE PARTNERS PARCEL**

Lot 1 of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, less portions described as follows:

Parcel A:

A portion of Lots 1, 4, and 5, and all of Lots 6 and 7, of SEMINOLE ESTATES, according to the Plat thereof, recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 5;

Thence North 84°29'41" East on an assumed bearing along the North line of said Lot 5, a distance of 150 feet;

Thence South 1°54'19" East 47.95 feet to a point of beginning;

Thence continue South 1°54'19" East 102.05 feet;

Thence North 84°29'41" East 2 feet;

Thence South 5°30'19" East 272 feet;

Thence South 84°29'41" West 77.47 feet to the Southwest line of said Lot 4;

Thence South 49°47'38" East along said Southwest line 138.37 feet;

Thence North 88°34'21" East along the South line of said Lot 4, a distance of 170.45 feet to the Southeast corner of Lot 4;

Thence North 1°25'39" West along the East line of Lot 4, a distance of 200 feet to the South line of said Lot 1;

Thence North 88°34'21" East along the last described South line 23.17 feet;

Thence North 1°25'39" West parallel with the West line of Lot 1, a distance of 180.48 feet to the Southeast corner of said Lot 7;

Thence North 5°30'19" West along the East line of Lot 7, a distance of 108.30 feet to a point on a non-tangent curve whose center bears North 8°05'39" West from said point;

Thence Westerly along a 2917.79 foot radius curve to the right, through a central angle of 4°36'52" an arc distance of 234.99 feet to the Point of Beginning, said curve forming the South right of way line of Stirling Road, as shown on Florida Department of Transportation Right of Way Map; section 86516-2602.

MIAMI 10431555.10 100096/301109

#00375542

Parcel B:

Lot 9, less the West 20.0 feet thereof, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, and that part of Lot 1 of said SEMINOLE ESTATES, described as follows:

Beginning at the Southeast corner of said Lot 9;

Thence Southerly parallel with the West line of said Lot 1, 196.13 feet to the North line of Lot 2 of said SEMINOLE ESTATES;

Thence Westerly along the North line of Lot 2 of said SEMINOLE ESTATES 89.77 feet;

Thence Northerly parallel with the West line of said Lot 1, a distance of 189.73 feet to the South line of said Lot 9;

Thence Easterly along the South line of said Lot 9, a distance of 90.0 feet to the Point of Beginning.

Parcel C:

Lot 8, and the West 20.0 feet of Lot 9, and part of Lot 1, SEMINOLE ESTATES, as recorded in Plat Book 21, Page 15, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 8, being the Point of Beginning;

Thence on an assumed bearing of North 05°30'19" West a distance of 108.30 feet to a point on the arc of a concave curve non-tangent, Northeasterly, having a radius of 2,917.79 feet, a central angle of 01°22'19" and an arc distance of 69.87 feet to the point of a reverse curvature of a circular curve Southeasterly;

Thence Easterly along the arc of said curve having a radius of 2,811.79 feet, a central angle of 01°13'51" and an arc distance of 60.40 feet;

Thence South 05°30'19" East, a distance of 115.81 feet to a point on the North line of Lot 1;

Thence South 01°21'40" East, a distance of 189.73 feet to a point on the North line of Lots 2 and 3;

Thence South 88°38'20" West a distance of 129.67 feet to a point;

Thence North 01°21'40" West a distance of 180.48 feet to the Point of Beginning.

**a/k/a 4220 N. 58<sup>th</sup> Avenue, Hollywood, FL. 33021**

**Parcel Identification No. 5141 01 01 0010**

MIAMI 10431555.10 100096/301109

EXHIBIT "C"

LEGAL DESCRIPTION OF OAK PARCEL

**A portion of the NW 1/4 of the NE 1/4 of Section 1, Township 51 South, Range 41 East, Broward County, Florida, being more particularly described as follows:**

**Commencing at the Southeast corner of said NW 1/4 of the NE 1/4; thence, North along the East line of said NW 1/4 of the NE 1/4, a distance of 750.00 feet to the POINT OF BEGINNING; thence, continuing North along said East line 381.64 feet; thence, West parallel to the South line of said NW 1/4 of the NE 1/4 a distance of 83.87 feet to the East right-of-way line of Old Dixie Road; thence, Southwesterly along said right-of-way line 326.27 feet to the point of curvature of a 125.00 foot radius curve concave Northwesterly; thence, continuing along said right-of-way line, Southwesterly along the arc of said curve, having a central angle of 40°23'01", an arc distance of 88.10 feet to a point of non-tangency; thence East parallel with said South line of said NW 1/4 of the NE 1/4, a distance of 230.49 feet to the POINT OF BEGINNING.**

**a/k/a 4231 N. 58th Avenue, Hollywood, FL 33021**

**Parcel Identification No. 5141 01 14 0010**

MIAMI 10431555.10 100096/301109

EXHIBIT "D"  
SEWER LINE EASEMENT

MIAMI 10431555.10 100096/301109

17

#00375542

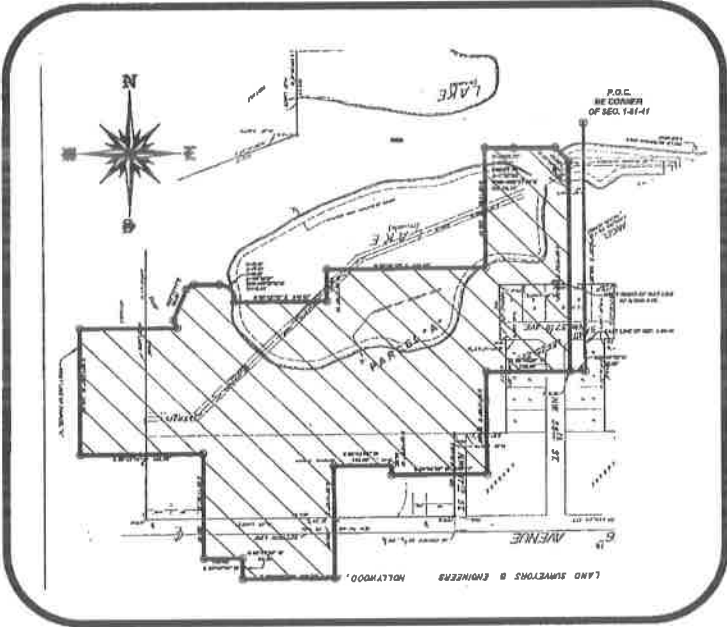
**SKETCH & LEGAL DESCRIPTION**  
**10' WIDE FORCE MAIN EASEMENT**  
**LOCATION MAP**  
**THIS IS NOT A BOUNDARY SURVEY**  
**BROWARD COUNTY, FLORIDA**

**PROPERTY OWNER:** EMERALD HOLLYWOOD OWNER LLC ETAL  
% FBE LIMITED LLC

**PROPERTY ADDRESS:** 3910 N 56 AVENUE, HOLLYWOOD FL 33021

**PROPERTY FOLIO #** 5141 01 08 0040

**LOCATION MAP**  
SCALE = N.T.S.



**SURVEYOR'S NOTES:**

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES , INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. BEARINGS SHOWN HEREON ARE BASED ON PLAT.

SECTION 1 TOWNSHIP 51 RANGE 41  
LYING AND BEING IN BROWARD COUNTY, FLORIDA

SHEET 1 OF 4. NOT VALID WITHOUT SHEETS 1 THRU 4.

DRAWN BY:	DGL
DATE :	03/09/2023
SCALE:	NONE
SURVEY NO:	14-003782-7
SHEET:	1 OF 4



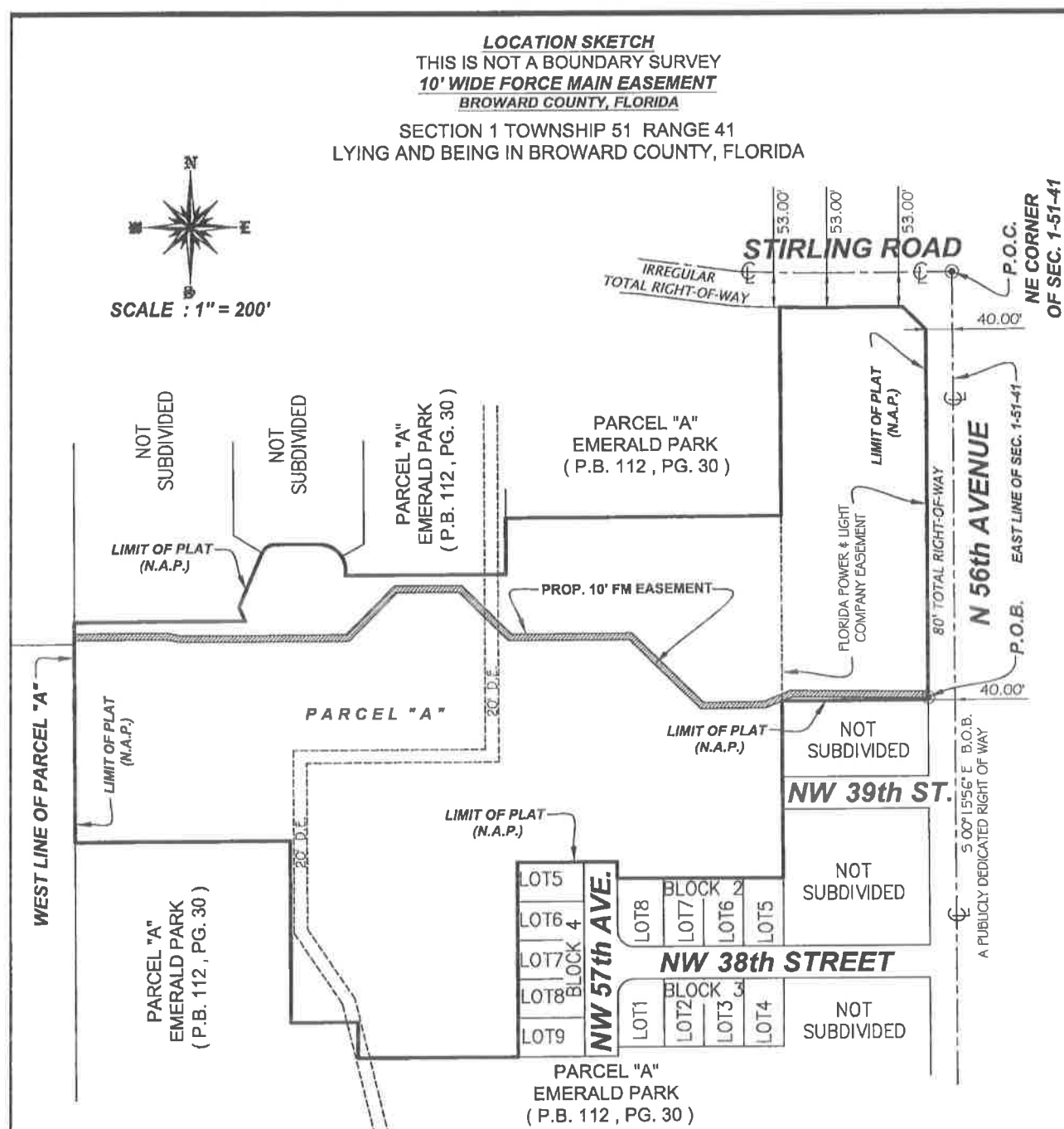
**JOHN IBARRA & ASSOCIATES, INC.**  
Professional Land Surveyors & Mappers  
WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE  
SUITE 3025  
MIAMI, FLORIDA 33126  
PH: (305) 262-0400  
FAX: (305) 262-0401

3726 DEL PRADO BLVD. S.  
SUITE B  
CAPE CORAL, FL 33904  
PH: (239) 540-2650  
FAX: (239) 540-2654



Digitally signed by  
JOHN A IBARRA  
Date: 2023.03.14  
11:15:43 -04'00'



SHEET 2 OF 4. NOT VALID WITHOUT SHEETS 1 THRU 4.

<b>DRAWN BY:</b>	<b>DGL</b>
<b>DATE :</b>	<b>03/09/2023</b>
<b>SCALE:</b>	<b>1:200</b>
<b>SURVEY NO:</b>	<b>14-003782-7</b>
<b>SHEET:</b>	<b>2 OF 4</b>



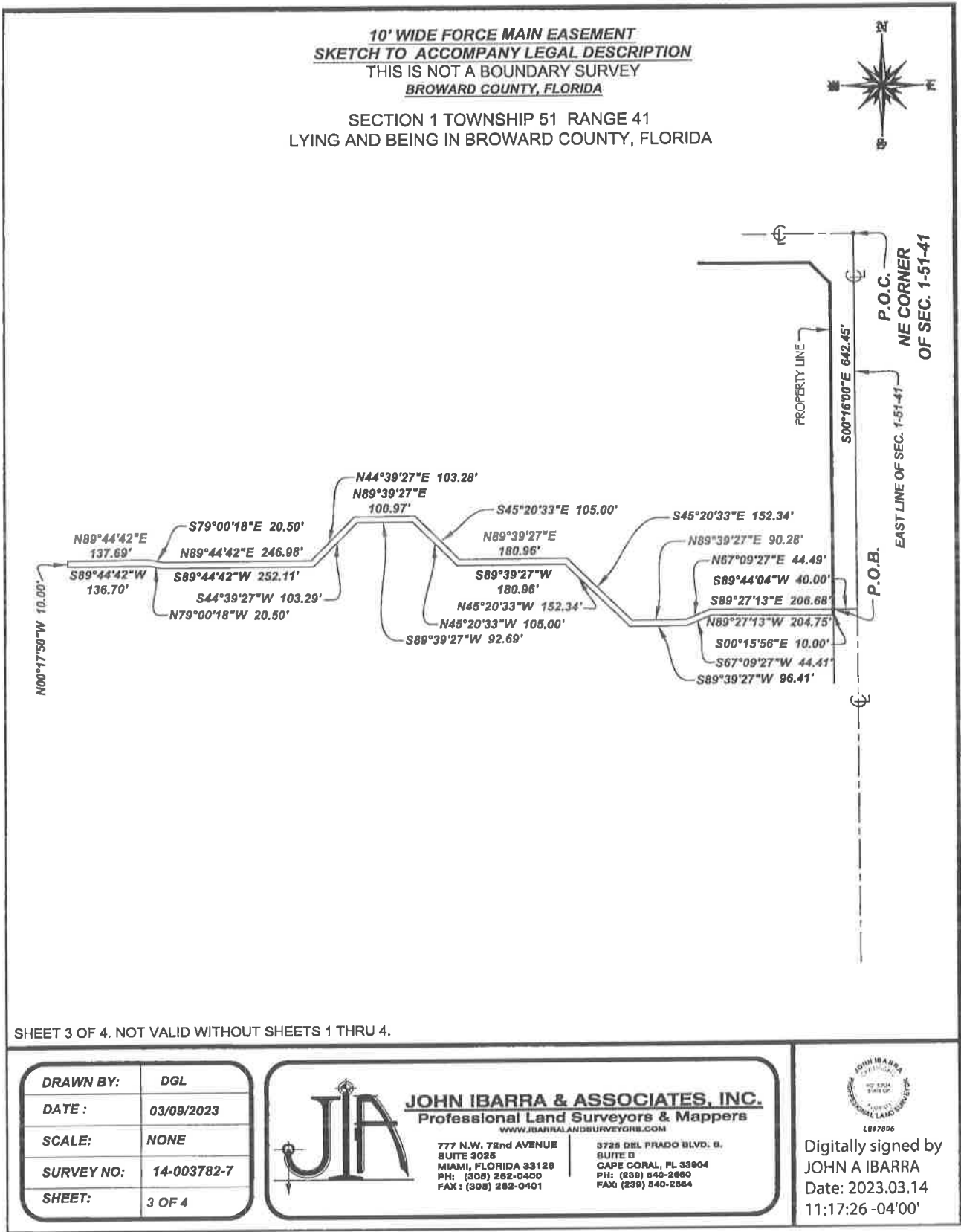
**JOHN IBARRA & ASSOCIATES, INC.**  
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**777 N.W. 72nd AVENUE  
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MIAMI, FLORIDA 33126  
PH: (305) 262-0400  
FAX: (305) 262-0401**

3725 DEL PRADO BLVD. 8.  
SUITE B  
CAPE CORAL, FL 33904  
PH: (239) 540-2680  
FAX: (239) 540-2684



Digitally signed by  
JOHN A IBARRA  
Date: 2023.03.14  
11:16:49 -04'00'



SHEET 3 OF 4. NOT VALID WITHOUT SHEETS 1 THRU 4.

DRAWN BY:	DGL
DATE :	03/09/2023
SCALE:	NONE
SURVEY NO:	14-003782-7
SHEET:	3 OF 4

**JOHN IBARRA & ASSOCIATES, INC.**  
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 FAX: (305) 262-0401

3725 DEL PRADO BLVD. G.  
 SUITE B  
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 PH: (239) 540-2660  
 FAX: (239) 540-2664



Digitally signed by  
 JOHN A IBARRA  
 Date: 2023.03.14  
 11:17:26 -04'00'

**LEGAL DESCRIPTION TO ACCOMPANY SKETCH**  
**THIS IS NOT A BOUNDARY SURVEY**  
**10' WIDE FORCE MAIN EASEMENT**  
**BROWARD COUNTY, FLORIDA**

SECTION 1 TOWNSHIP 51 RANGE 41  
LYING AND BEING IN BROWARD COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A STRIP OF LAND FOR A 10' WIDE FORCE MAIN EASEMENT, BEING A PORTION OF PARCEL A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA; THENCE RUN S00°16'00"E A DISTANCE OF 642.45 FEET ALONG THE EAST LINE OF SEC. 1-51-41; THENCE RUN S89°44'04"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°15'56"E A DISTANCE OF 10.00 FEET; THENCE RUN N89°27'13"W A DISTANCE OF 204.75 FEET; THENCE RUN S67°09'27"W A DISTANCE OF 44.41 FEET; THENCE RUN S89°39'27"W A DISTANCE OF 98.41 FEET; THENCE RUN N45°20'33"W A DISTANCE OF 152.34 FEET; THENCE RUN S89°39'27"W A DISTANCE OF 180.96 FEET; THENCE RUN N45°20'33"W A DISTANCE OF 105.00 FEET; THENCE RUN S89°39'27"W A DISTANCE OF 92.69 FEET; THENCE RUN S44°39'27"W A DISTANCE OF 103.28 FEET; THENCE RUN S89°44'42"W A DISTANCE OF 252.11 FEET; THENCE RUN N79°00'18"W A DISTANCE OF 20.50 FEET; THENCE RUN S89°44'42"W A DISTANCE OF 136.70 FEET; THENCE RUN N00°17'50"W A DISTANCE OF 10.00 FEET; THENCE RUN N89°44'42"E A DISTANCE OF 137.69 FEET; THENCE RUN S79°00'18"E A DISTANCE OF 20.50 FEET; THENCE RUN N89°44'42"E A DISTANCE OF 248.98 FEET; THENCE RUN N44°39'27"E A DISTANCE OF 103.28 FEET; THENCE RUN N89°39'27"E A DISTANCE OF 100.97 FEET; THENCE RUN S45°20'33"E A DISTANCE OF 105.00 FEET; THENCE RUN N89°39'27"E A DISTANCE OF 180.96 FEET; THENCE RUN S45°20'33"E A DISTANCE OF 152.34 FEET; THENCE RUN N89°39'27"E A DISTANCE OF 90.28 FEET; THENCE RUN N67°09'27"E A DISTANCE OF 44.49 FEET; THENCE RUN S89°27'13"E A DISTANCE OF 206.68 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 13,891.51 SQ.FT.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY: THIS "SKETCH OF LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

**ABBREVIATIONS:**

C = CENTER LINE  
M = MONUMENT LINE  
P.B. = PLAT BOOK  
PG. = PAGE  
SQ. FT. = SQUARE FEET  
SEC. = SECTION  
TWP. = TOWNSHIP  
RGE. = RANGE  
FT. = FEET

BY: 

Digitally signed by JOHN

A IBARRA

Date: 2023.03.14

11:18:02 -04'00'

03/09/2023

JOHN IBARRA

(DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

SHEET 4 OF 4. NOT VALID WITHOUT SHEETS 1 THRU 4.

DRAWN BY: DGL

DATE: 03/09/2023

SCALE: NONE

SURVEY NO: 14-003782-7

SHEET: 4 OF 4



**JOHN IBARRA & ASSOCIATES, INC.**  
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FAX: (239) 840-2864



Digitally signed by

JOHN A IBARRA

Date: 2023.03.14

11:18:52 -04'00'