

THIS INSTRUMENT WAS PREPARED BY:

Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence NY 11559

Tax Parcel Number: 514212-01-1370

QUITCLAIM DEED

This Quitclaim Deed made this 2 day of March, 2022, by JW Beverly LLC, a California limited liability company, hereinafter called the grantor, whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, an eighty percent (80%) interest to JW CPG Hollywood1, LLC, a Florida limited liability company, whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036 and a 20 percent (20%) interest to Pellegrino Nachum LLC, a Florida limited liability company, whose post office address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, as tenants in common, hereinafter called the grantee,

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

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

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

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

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quit Claim Deed under seal as of the day and year first above written. Signed, Sealed and Delivered in Our Presence:

JW Beverly LLC,
a California limited liability company

Witness Signature *A.F.*
Witness Printed Name Ari Friedman

Witness Signature *[Signature]*
Witness Printed Name Ashley Marie Joshua

Judith Friedman
By JUDITH FRIEDMAN, JW BEVERLY, LLC
Title: AUTHORIZED MEMBER

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2 day of March, 22 (year), by Judith Friedman. S/he is personally known to me [or has produced driver license as identification] and is authorized to act on behalf of JW Beverly LLC.

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

[Signature]
Print Name: Ashley Marie Joshua
Notary Public, State of California
My commission expires: 9-17-24



This instrument prepared by and should be returned to:

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

(Reserved for Clerk of Court)

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

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 4th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD1, LLC, a Florida limited liability company**, whose address is 118 S. Formosa Avenue, Los Angeles, California 90036 and **PELLEGRINO NACHUM LLC, a Florida limited liability company**, whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **\$2,580,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

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

See Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Mortgagor agrees:

- (a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.
- (b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.
- (c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.
- (d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.
- (e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.
- (f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.
- (g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.
- (h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

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

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

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

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

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

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

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

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

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

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

- (a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and
- (d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

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

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

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

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

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

SIGNATURES CONTINUE ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: [Signature]
Print Name: SHIRI ABOU

Sign: [Signature]
Print Name: MIGUEL A. BASALO

MORTGAGOR:
PELLEGRINO NACHUM LLC, a Florida
limited liability company

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

STATE OF FLORIDA)
 BROWARD) : SS
^{11/3} COUNTY OF ~~MIAMI-DADE~~)

BEFORE ME, the undersigned authority, by means of physical presence or online
notarization, on this 1 day of March, 2022, appeared Marc Eisenmann as Manager of PELLEGRINO
NACHUM LLC, a Florida limited liability company, on behalf of the company, who () is personally known
to me or (x) who has produced [Signature] as identification, and acknowledged that he
executed the foregoing instrument for the purposes expressed therein.



MIGUEL A BASALO
Notary Public, State of Florida
My Comm. Expires October 21, 2023
Commission No. GG980682

[Signature] (seal)
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

This instrument prepared by and should be returned to:

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

***** THIS MORTGAGE IS BEING RE-RECORDED TO
CORRECT THE ORDER OF RECORDING, WHERE
UPON THE BORROWER IS VESTING TITLE PRIOR
TO THE MORTGAGE.
ORIGINAL MORTGAGE WAS RECORDED ON 3/7/2022
IN INSTRUMENT NO 117988007.

(Reserved for Clerk of Court)

RE-RECORD

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

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 4th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD1, LLC**, a Florida limited liability company, whose address is 118 S. Formosa Avenue, Los Angeles, California 90036 and **PELLEGRINO NACHUM LLC**, a Florida limited liability company, whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), and **BANESCO USA**, a State chartered bank (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **\$2,580,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

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

See Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Mortgagor agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and
- (d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

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

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

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

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

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

SIGNATURES CONTINUE ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: SARI ABOU

Sign: _____
Print Name: MIGUEL A. BASALO

MORTGAGOR:
PELEGRINO NACHUM LLC, a Florida
limited liability company

By: _____
Name: Marc Eisenmann
Title: Manager

STATE OF FLORIDA)
 BROWARD) : SS
MB COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, by means of physical presence or online
notarization, on this 1 day of March, 2022, appeared Marc Eisenmann as Manager of PELEGRINO
NACHUM LLC, a Florida limited liability company, on behalf of the company, who () is personally known
to me or (x) who has produced DL as identification, and acknowledged that he
executed the foregoing instrument for the purposes expressed therein.

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

 NOTARY PUBLIC
STATE OF FLORIDA
MIGUEL A BASALO
Notary Public, State of Florida
My Comm. Expires October 21, 2023
Commission No. GG980682

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
B. Email Address <u>Blaxberg@blaxgray.com</u>
C. SEND ACKNOWLEDGEMENT TO: Name <u>I. Barry Blaxberg</u> Address <u>25 SE 2nd Avenue, Suite 730</u> City/State/Zip <u>Miami, Florida 33131</u>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME JW CPG HOLLYWOOD1, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 118 S. Formosa Avenue				
This space not available.				
MAILING ADDRESS Line Two	CITY Los Angeles	STATE CA	POSTAL CODE 90036	COUNTRY USA

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

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

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

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

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

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

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

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0497

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

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

8a. ORGANIZATION'S NAME JW CPG HOLLYWOOD1, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

--

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

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

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

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

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

13. Description of real estate:

Address: 2007 N OCEAN DRIVE, HOLLYWOOD FL, 33019
Parcel ID: 5142 12 01 1370
County: Broward
State: Florida

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

15. Additional collateral description:

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

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

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

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT A

Lots 13, 14 and 15, less the West 12.81 feet of each lot (which is also known as the road right-of-way), in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

- (a) all easement and other rights now or hereafter made appurtenant to the real property;
- (b) all licenses (including without limitation, liquor licenses), apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);
- (c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;
- (d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;
- (e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;
- (f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;
- (g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;
- (h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;
- (i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;
- (j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;
- (k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;
- (l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;
- (m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;
- (n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;
- (o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;
- (p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;
- (q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;
- (r) all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;
- (s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and
- (t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/Debtor.
- (u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

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

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1/2" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South of Range forty two (42) East, as shown on file plan, starting from the SW corner of section twelve (12) run easterly upon and along southern section line of section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C. & T. Can. Hence run northerly upon and along the East bank of the F.C.L.C. & T. Can. Canal two thousand seven hundred and two tenths (2700.2) feet to a point on the half section line of section twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of section twelve (12); thence run westerly upon and along the South section line of section twelve (12) seven hundred eighty three (783) feet to the point of the beginning on the East bank of the F.C.L.C. & T. Can. Canal.

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

By *Frank Christy*, Engineer
License No. 272

State of Florida
Brevard County } ss

Now given by these presents that the HomeSeeker's Realty Company a Corporation under the laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of section twelve (12) in Township fifty one (51) South of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, turns, boulevards, ways and walks, shown on said plat.

HomeSeeker's Realty Company

By *Joseph W. Young*
President
Attest *Lillian Allen*
Secretary

State of Florida
County of Duval } ss

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

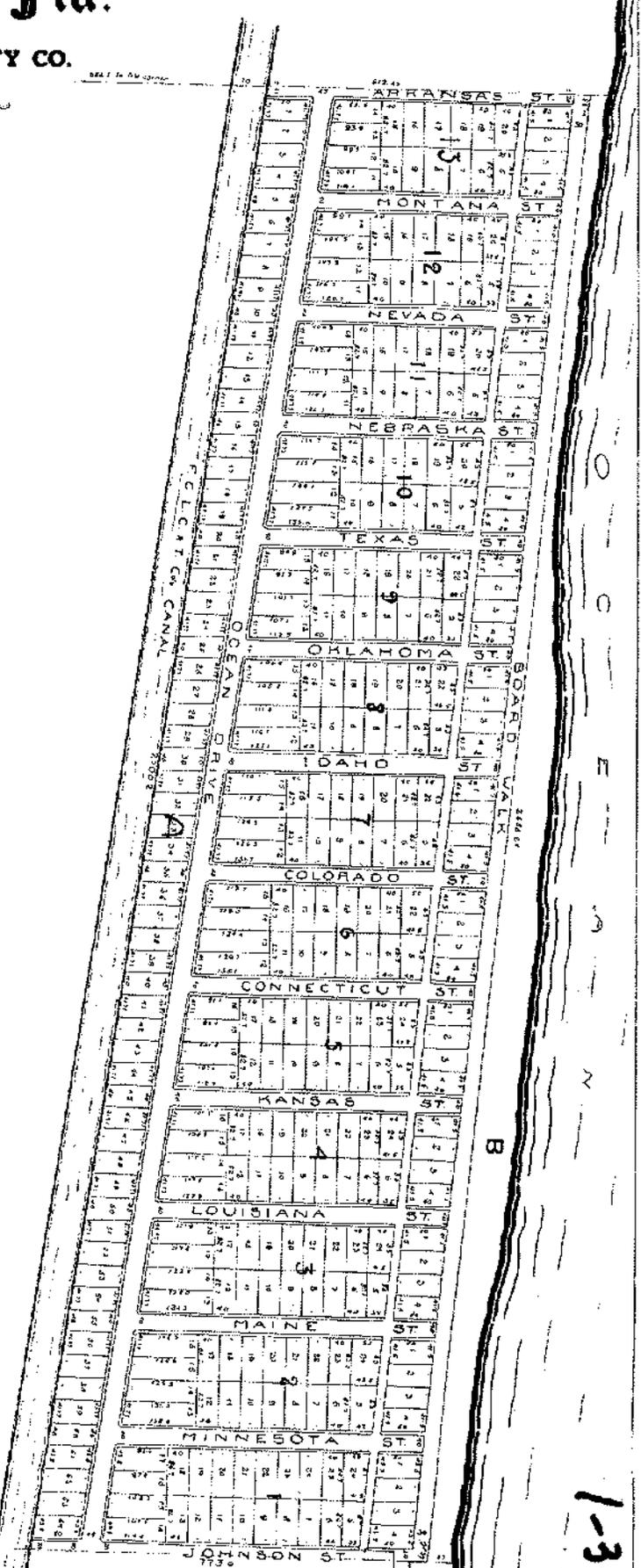
Witness my hand and Notarial Seal at Miami in said County of Duval State

this 27th day of February, A.D. 1925

My Commission expires on the 1st day of July, 1926
Myron E. Murrell
Notary Public



STATE OF FLORIDA
COUNTY OF DUVAL
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original of the above and foregoing as recorded in the office of the Clerk of the County of Duval, Florida, on the 27th day of February, 1925.
Attest:
Carroll, Clerk



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ention thereof to be their free act and deed for the uses and purposes therein men- tioned; and the said Consuela like the wife of the said Joe. P. Lee on a separate and private examination take and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said deed of Con- veyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntar- ily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Lauderdale in the County of Brow- ard and State of Florida the day and year last aforesaid.

(S. F. SEAL)
(REVENUE STAMP \$.00)

W. S. Robinson,
Notary Public for the State of Florida at Large
My Commission expires January 14, 1928

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record first day of April 1925 and recorded in book 33 of Deeds on page 6.

RECORD VERIFIED,
Frank A. Bryan
Clerk of Circuit Court
By W. R. Bunch

D. G.

WARRANTY DEED

WARRANTY DEED

THIS INSTRUMENT, made this 6th day of March A. D. 1925 between the HOME SINKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and John J. Fuqua, of Milton, Tennessee party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars (\$10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lots Thirteen-fourteen (13-14), Block Eleven (11)
Lots Thirteen-fourteen (13-14), Block Ten (10)
Lots Fourteen-fifteen (14-15), Block Nine (9)
according to the plat of "HOLLYWOOD BEACH, FIFTH ADDITION"
a subdivision of Section twelve (12) Township Forty-one (41)
South, Range Forty-two (42) East, recorded in the office of
the Clerk of the Circuit Court in and for Broward County,
Florida, in Plat Book 1, at Page 21, thereof.

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

This deed is given subject to the following provisions:

- (a) The right at any and all times to lay and maintain city water and sewage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.
- (b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company.
- (c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of wood appearance costing not less than twenty-five hundred dollars (\$2500.00) and when so used, the grantee shall forthwith provide for proper sanitary disposition of sewage.
- (d) That in accepting this deed, the grantee, his heirs and assigns, agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revert in and to the grantor, its successors and assigns.
- (e) That a violation of any or all of the other restrictions are and shall be con- sidered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisances to be removed or abated, and the grantee his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

(CORPORATE SEAL)
ATTEST:

E. A. Young
Secretary.
Signed, sealed and delivered in the presence of:
E. R. Richards
W. G. Giddens

HOME SINKERS REALTY COMPANY

By J. W. Young
President.

STATE OF FLORIDA
COUNTY OF DEALE.

I, Daniel J. Delorey a Notary Public for the State of Florida at Large HEREBY CERTIFY THAT J. W. Young and L. A. Young, both well known to me and known to me to be the President and Secretary of the HOME BUILDERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of March A. D. 1928
(N. P. SEAL) Daniel J. Delorey
(REVENUE STAMPS \$16.00) Notary Public State of Florida at Large.
My notarial commission expires on the 4th day of October A. D. 1928

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 21st day of April 1928 and recorded in book 88 of deeds on page 8.
RECORDED VERIFIED
Frank H. Ryan
Clerk of Circuit Court
By W. K. Purd D. C.

QUIT-CLAIM DEED

THIS INSTRUMENT, made this 11th day of April A. D. 1928 between Ethel A. Williams and S. S. Williams, her husband, of the county of Broward and state of Florida parties of the first part, and C. S. Maclean of the county of Broward and state of Florida party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have released, released and quit-claimed, and by these presents do release, release and quit-claim unto the said party of the second part and his heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcel of land, to-wit:

Lots Nineteen (19) and Twenty (20) of Block One Hundred Twenty (120) of Beverly Place, an addition to the town of Fort Lauderdale, according to the plat thereof recorded in Plat Book No. 8 page 19, of the public records of Deale County, Florida; said lands situate, lying and being in Broward County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

signed, sealed and delivered in presence of:

S. S. Williams Ethel A. Williams (Seal)
D. S. Alexander S. S. Williams (Seal)

State of Florida
County of Broward

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments S. S. Williams and Ethel A. Williams, his wife, as well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments S. S. Williams and Ethel A. Williams, his wife, as well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

GIVEN my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 11 day of April A. D. 1928.

(N. P. SEAL) E. G. Maclean
(REVENUE STAMPS \$16.00) Notary Public State of Florida at Large
My Commission Expires July 21st, 1928

Given under my hand and notarial seal this 7th day of October A. D. 1925.

(N. F. SEAL)
(REVENUE STAMPS \$5.00)

Ruth B. Jones,
Notary Public State of Florida at Large.

My notarial commission expires on the 3rd day of June A. D. 1929.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record 13th day of Oct. 1925, and recorded in book 77 of Deeds on page 137. RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court,

By [Signature] D. C.

#64862

WARRANTY DEED.

THIS INDENTURE, made this 7th day of October A. D. 1925, between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the First part, and Carrie O. Newby, of Sheridan, Indiana party of the second part.

WITNESSETH, That the said party of the first part, for and ⁱⁿ consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS (\$10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, her heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lot Thirteen (13), Block Nine (9) according to the plat of "HOLLYWOOD BEACH FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the Negro race shall, directly or indirectly, acquire any ^{interest in the premises, and the title to the said premises shall ipso facto revert to the company.} ~~violation of such covenants, title to the said premises shall ipso facto revert to the company.~~

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than TWENTY FIVE HUNDRED Dollars (\$2500.00) and when so used, the grantee shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, her heirs and assigns, agrees that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revert in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, her heirs or assigns, shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

(CORPORATE SEAL)
ATTEST:

Ira E. Guthrie
Secretary

Signed, Sealed and Delivered
in the presence of:

C. Barber,
John F. Shanklin

HOME SEEKERS REALTY COMPANY,

By J. J. Rolf,
Vice-President.

STATE OF FLORIDA }
COUNTY OF DADE. } SS.

I, Ruth B. Jones, a Notary Public for the State of Florida at Large HEREBY CERTIFY that J. J. Rolf and Ira E. Guthrie, both well known to me and known to me to be the Vice-President and Secretary of the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of October A. D. 1925.

(R. P. SEAL)

Ruth B. Jones,
Notary Public State of Florida at Large.

(REVENUE STAMP \$3.00)

My Notarial commission expires on the 3rd day of June A. D. 1925.

STATE OF FLORIDA,
COUNTY OF BROWARD

This instrument filed for record 13 day of Oct. 1925, and recorded in book 77 of Deeds on page 188. RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court.

By *[Signature]* D. C.

#64863

QUIT CLAIM DEED

THIS INDENTURE, Made this 29th day of September, A. D. 1925, between C. Fred Howe and Lucy H. Howe, his wife, of the County of Blaine and State of Idaho, party of the first part, and L. P. Swinney of the County of Fulton and State of Georgia, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Fifty Dollars (\$150.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and his heirs and assigns forever, all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

More fully described as follows: Being Lot Ten (10) Block 380 Progresso Subdivision now part of Fort Lauderdale, Broward County, Florida.

This deed given for the purpose of Quit Claiming all my rights, title and interest that I have or may have acquired by reason of having paid taxes on the above described property.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:
C. C. Hendrickson
E. W. Radford,

C. Fred Howe, (Seal)
Lucy H. Howe, (Seal)

STATE OF Idaho, } ss.
COUNTY OF Blaine }

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. Fred Howe and Lucy H. Howe to me well known to be the persons described in and who executed the foregoing instrument and has acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Lucy H. Howe wife of C. Fred Howe known to me to be the wife of the said C. Fred Howe on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

78- 76150

ORDINANCE NO. 0-72-39

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

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

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

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

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

- (1) From RC-18 Multiple Family Dwelling District to R-6A:
 - (a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (2) From RC-42 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.
- (3) From RC-44 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (4) From RC-46 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
 - (b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:28

78 7489 REC-390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK,
SCHNEIDER & MAGER, P.A.
P. O. BOX 999
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WENZ

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RE 7489 ME-392

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

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

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

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

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

(a) Blocks 174 and 175, the South Half (S $\frac{1}{2}$) of Lot 3, and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

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

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

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

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

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one feet, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, made by Frank C. Dickey, Registered Land Surveyer, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

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herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.6 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway 1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East to the point of beginning.

BT 7489 ME395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BH-68 Business District to E-1A:

All that parcel of land lying in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run north-easterly along the east right-of-way line of the said Intracoastal Waterway for a distance of 541.1 feet (Deed) (508.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

RE 7489 ME 396

Broward County, Florida; thence run S40°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S40°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BB-2 Business District to B-1A:

All that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. 11A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road 11A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road 11A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

OFF
REC 7489
MRS 397

being the same parcel of land described as Blocks E and F of a survey of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intra-coastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of

February, 1972.

PASSED AND ADOPTED on second reading this 1 day of

March, 1972.

David R. Keating
MAYOR

ATTEST:

Don M. Hill
CITY CLERK

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

REF 7489 PAGE 398

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

86497527

ORDINANCE NO. 85-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

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Per County Commission, (JAG) DEC 9 1986
Division of Planning
Return to Bureau

RETURN TO FRONT RECORDING

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 8680 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December 1986
F. S. JOHNSON, County Administrator
By *[Signature]* - DC

RD:ed
CLS-i
6/19/86
PC# 101
#86-401.41

SE 818. AVE.

DANIA

SHERIDAN ST.

TAFT ST.

JOHNSON ST.

HOLLYWOOD

HOLLYWOOD BLVD.

NORTH
1":2000'
EXHIBIT "A"
Planning Council #101

OFFICE OF THE COUNTY ENGINEER
1000 W. WASHINGTON ST., MIAMI, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

WASHINGTON ST.

DIPLOMAT PKWY.

SOUTH LAKE

Amendment Site

NORTH LAKE

WEST LAKE

INTRACOUNTY WATERWAY

CAROLINA ST.

VAN BUREN ST.

Brookwalk

Brookwalk

N A 3 3 0
C I L N V 1 1 V

REC 14022 PAGE 902

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86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

87009642

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AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

REC DEC 26 PM 12 22

REC 14066 PAGE 945
'87 JAN 9 AM 10:10

REC 14022 PAGE 900

DEC 9 1986

Division of *Public Planning*

RETURN TO FRONT RECORDING

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis H. Jones D.C.

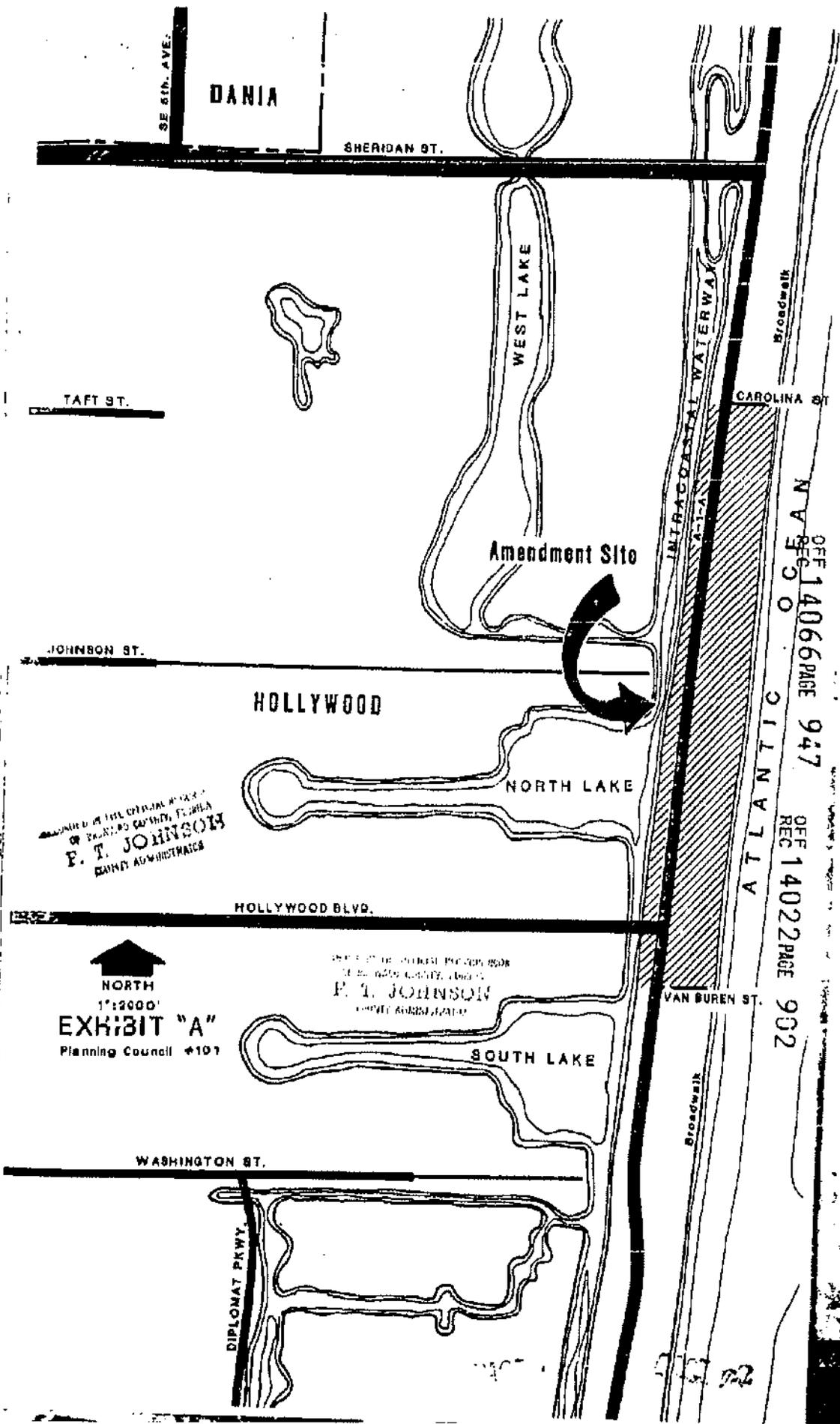
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis H. Jones D.C.

RD:ed
CLS-1
6/19/86
PC# 101
#86-401.41

REC 14066 PAGE 946
REC 14022 PAGE 901



APPROVED BY THE OFFICIAL RECORDS
 OF DADE COUNTY, FLORIDA
P. T. JOHNSON
 COUNTY ADMINISTRATOR

NORTH
 1":2000'
EXHIBIT "A"
 Planning Council #107

OFFICE OF THE COUNTY ENGINEER
 OF DADE COUNTY, FLORIDA
P. T. JOHNSON
 COUNTY ADMINISTRATOR

OFF 14066 PAGE 947
 REC 14022 PAGE 902
 N A 9 0 0
 C I L N V T L V

98-246096 T#002
04-28-98 01:25PM

#38

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 22nd day of April, 1998, by GINETTE BOUCHARD, whose mailing address is 341 OKLAHOMA ST. Hlywd. FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Madelyn Novembre
Witness
Print Name: Madelyn Novembre

Genette Bouchard
Grantor
Print Name: GINETTE BOUCHARD

DEFERRED ITEM
Return Document To
Business Operations

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RA

Norman Vitek, PLS
City of Hollywood - Engineering Dept
2600 Hollywood Blvd., #308
Hollywood, FL 33020-9045

Return To:

BR28117P60027

[Signature]
Witness
Print Name: Walter Penitelli

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me
this April 22, 1998, by Sinette Bernard Bouchant, who
is personally known to me or has produced
Florida driver's license as identification.

B 263-2P2-45-562-0

OFFICIAL NOTARY SEAL
MADELYN NOVEMBRE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC494353
MY COMMISSION EXP. SEPT 10, 1999

My commission expires:

9/10/99

Madelyn Novembre
Print Name: Madelyn Novembre
Notary Public
Commission No: CC494353

BR 28117P60028

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

**CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '38'**

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.00 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 24.38 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 3.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 3.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 3.00 feet; thence westerly a distance of 3.00 feet to the Point of Beginning.

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

BK 28117PC0029

EXHIBIT 'A'

#39-40
Tropical
Beach

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

BK 29028P60416

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 18 day of November,
1998, by SARA PANTA SCUMPIA, whose mailing address is
2007 North Ocean Dr. Hollywood FL 33019 grantor, to the CITY OF
HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable
consideration, hereby grants unto the grantees, their successors
and assigns, a perpetual easement for the purpose of planting and
maintaining 1 palm trees on the following described lands in
Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their
successors and assigns forever, and the grantor will defend the
title to said lands against all persons claiming by, through or
under said grantor.

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

Signed and delivered in the
presence of: (Two witnesses
required by Florida law)

[Signature]
Witness
Print Name: SHARON GOLD

[Signature]
Grantor
Print Name: PANTA SCUMPIA

Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, FL 33020-9045
Return To:

DEFERRED ITEM
Return Document To
Business Operations

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PA

BK29028PG0417

Bruce Brown
Witness
Print Name: Bruce Brown

Shahodra Gopal
Witness
Print Name: SHAHODRA GOPAL

SARA SCUMPIA
Grantor
Print Name: SARA SCUMPIA

Bruce Brown
Witness
Print Name: Bruce Brown

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th Nov 1998, by PANTA SCUMPIA AND SARA SCUMPIA, who is personally known to me or has produced DL & EC x DL SCAN as identification.

Shahodra Gopal
Print Name: SHAHODRA GOPAL
Notary Public
Commission No: CC 759378

My commission expires: July 14, 2002



STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

BK29028PG0418

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '39-40'

A portion of Block 9 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the southwest corner of said Block 9, run easterly along the southerly line of Block 9 a distance of 12.80 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence northerly along said easterly right-of-way line a distance of 55.70 feet to a Point of Beginning; thence continue northerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence southerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

EXHIBIT 'A'

(REVISED NOV. 5, 1998)

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



This instrument prepared by:
 Anitra D. Lanczi, Assistant County Attorney
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7800

INSTR # 101597992
OR BK 32599 PG 1510
 RECORDED 01/09/2002 02:42 PM
 COMMISSION
 BROWARD COUNTY
 DOC STMP-D 0.70
 DEPUTY CLERK 1922

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 CITY OF HOLLYWOOD
 P O BOX 2207
 HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B
LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: November 7, 20⁰¹

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D Andrea
Witness signature
Marion Grikke
Witness signature

Mara Giuliani
Mara Giuliani, Mayor
JANET D'ANDREA
Witness print name
MARION GRIKKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced - as identification.

My Commission Expires:

(Seal)
Michele Anzalone
Signature of Notary Public
Michele Anzalone
(Typed or printed name)



APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA ONLY.
BY: Daniel L. Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- HOLLYWOOD CENTRAL BEACH, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696, Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- HOLLYWOOD BEACH SECOND ADDITION, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- HOLLYWOOD BEACH FIRST ADDITION, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- HOLLYWOOD BEACH, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- ATLANTIC SHORES NORTH BEACH SECTION, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East. Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-BEVERLY BEACH, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- AMENDED PLAT OF SEMINOLE BEACH, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. - RIGHTS-OF-WAYS

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street

Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved: 500 *11/20/02 #119*

Adopted by: *Planning Council*

RETURN TO DOCUMENT CONTROL

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1 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward
2 County Comprehensive Plan; complies with the requirements of the Local Government
3 Comprehensive Planning and Land Development Regulation Act; and is in the best interests
4 of the health, safety and welfare of the residents of Broward County; and

5 WHEREAS, the proposed amendment constitutes an amendment as part of Broward
6 County's permitted second annual amendments to the Plan for 2002;

7 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
8 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

9 **Section 1.** The 1989 Broward County Land Use Plan is hereby amended by
10 Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of
11 the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit
12 A, attached hereto and incorporated herein.

13 **Section 2. SEVERABILITY.**

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
15 unconstitutional by any court of competent jurisdiction, then said holding shall in no way
16 affect the validity of the remaining portions of this ordinance.

17 **Section 3. EFFECTIVE DATE.**

- 18 1. The effective date of the plan amendment set forth in this ordinance shall be:
 - 19 (a) The date a final order is issued by the Department of Community Affairs
 - 20 finding the amendment to be in compliance in accordance with Section
 - 21 163.3184.
 - 22 (b) The date a final order is issued by the Administration Commission finding the
 - 23 amendment to be in compliance in accordance with Section 163.3184. The
 - 24 Department's notice of intent to find a plan amendment in compliance shall be

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deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/t
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\Inrm02-2.001

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Alvindo T. Cruz
Deputy Clerk

(S E A L)

Contract # 332

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

This Agreement made and entered into this 29 day of December, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and 2007 N OCEAN DRIVE LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 1900 N Bayshore Dr #3712 Miami, FL 33132 ("Property Owner"), owner of the property located at 2007 N Ocean Drive, Hollywood, FL 33019 ("Property").

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

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

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

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

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

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

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

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

The Condo Association/Property Owner agrees to the following:

(97)

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

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

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

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Giuseppe Pellegrino, an authorized representative, this 29 day of December, 2018.

Hollywood, Florida Community Redevelopment Agency

ATTEST: [Signature]
Phyllis Lewis, Secretary

BY: [Signature]
Jorge Camejo, Executive Director

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

[Signature]
Jeffrey P. Sheffel, General Counsel *JMS*

2007 N OCEAN DRIVE LLC
BY: [Signature]
Giuseppe Pellegrino, Registered Agent

NOTARY
[Signature]
CARLOS EDUARDO BERMUDEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FP116944
Expires 4/28/2018

BK 3599

68-18744

68-919 PAGE 727

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR BROWARD COUNTY. CIVIL ACTION

NO. 68- 919

BROWARD COUNTY, a political subdivision of the State of Florida,)	TO BEISSING
)	
Petitioner,)	
vs.)	<u>LIS PENDENS</u>
)	
CHARLES D. SPRINGER and ELIZABETH SPRINGER, his wife, et al.,)	
)	
Defendants.)	

Filed for Record
Clerk Circuit Court
Broward County, Fla.

68 FEB 19 AM 11:08

Notice is hereby given that BROWARD COUNTY, a political subdivision of the State of Florida, as Petitioner, has this day instituted suit in the Circuit Court of the Seventeenth Judicial Circuit of Florida in and For Broward County, by filing a Petition in Eminent Domain Proceedings, against all persons, firms or corporations as follows, and all persons or parties having or claiming any interest or lien in or against the following described parcels of land in Broward County, Florida, to-wit:

68 FEB 19 AM 11:46
RECORDS SECTION

(a) The following persons and parties who are residents of the State of Florida, whose names and places of residence are set forth so far as ascertainable by diligent search together with the respective parcel numbers in which each is alleged to be interested:

- W. H. MEEKS, JR., Broward County Tax Collector,
County Courthouse, Fort Lauderdale, Florida.
(As to interest in any parcels included herein.)
- U. G. FINLAYSON, Director of Finance, City of Hollywood,
Administration Center, Hollywood City Hall,
Hollywood, Florida. (As to interest in any
parcels included herein.)

Court Dept. T.E.

JACK WHEELER, Clerk of the Circuit Court, Collector of Delinquent Taxes, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, c/o E. F. Weigle, President, 1909 Tyler Street, Hollywood, Florida. (Parcels 113, 130, 149, 174, 182, 202, 271, 273, 280)

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, Hollywood, Florida, c/o Thomas M. Wohl, President, 1720 Harrison Street, Hollywood, Florida. (Parcels 115, 123, 129).

THE FIRST NATIONAL BANK OF HOLLYWOOD, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcels 117, 187, 189, 272)

RALPH B. SPRINGER, JR., 1122 Polk Street, Hollywood, Florida. (Parcel 103)

JANE SPRINGER, 1122 Polk Street, Hollywood, Florida, (Parcel 103)

SPRINGER MOTOR CO., c/o Charles D. Springer, Secretary 340 N. Dixie Highway, Hollywood, Florida. (Parcel 103)

CHARLES D. SPRINGER, 1755 Tyler Street, Hollywood, Florida (Parcel 103)

ELIZABETH M. SPRINGER, 1755 Tyler Street, Hollywood, Florida. (Parcel 103)

GEORGE R. SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

LEE SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

ROBERT DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

BETH DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

SOLOMON DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106 and 107)

HARRIET DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106, 107)

FREDA DIETZ, 1026 Polk Street, Hollywood, Florida. (Parcels 106, 107)

SAMUEL DIETZ, 211 N. Ocean Drive, Hollywood, Florida. (Parcels 106, 107)

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HOLLYWOOD BANK & TRUST CO., c/o Robert Anderson, President,
1900 Tyler Street, Hollywood, Florida. (Parcel 107)

LAKEVIEW BUILDING, INC., c/o Charles D. Springer, Secretary-
Treasurer, 340 N. Dixie Highway, Hollywood, Florida.
(Parcels 108, 109)

AMANDA BICOS, 1447 Hollywood Boulevard, Hollywood, Florida.
(Parcel 111)

CATHY BICOS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

CHRISTIE POLITIS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

HELEN POLITIS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

JOE SONKEN, 606 N.Ocean Drive,Hollywood, Florida. (Parcel 112)

HERBERT ALLISON, 912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

VIRGINIA ALLISON,912 N.Ocean Drive,Hollywood,Florida.(Parcel 113)

JAMES J. FALDUTO, 5426 Buchanan Street, Hollywood, Florida.
(Parcel 113)

MARIE HALL, 906 N. Ocean Drive,Hollywood,Florida. (Parcel 113)

COSTAS JACOMIDIS, 1305 N.31st Road, Hollywood, Florida.
(Parcels 114, 115)

SARAH JACOMIDIS, 1305 N.31st Road, Hollywood,Florida(Parcels 114,115)

VINCENT CAPONE, 1014 N.Ocean Drive, Hollywood, Florida.
(Parcels 115, 121)

LOUIS GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

DELLA GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

MELVIN ALCHADER, 1010 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

RUSSELL KOHUTH, 1004 N. Ocean Drive, Hollywood, Florida.(Parcel 115)

CHARLES R.THOMPSON, 1000 N.Ocean Drive, Hollywood, Florida.
(Parcel 115)

A-1-A CORPORATION, c/o George L. Moxon, Resident Agent, 2801 E.
Oakland Park Boulevard, Fort Lauderdale, Florida.(Parcel 116)

RONALD L. TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

DARLENE S.TOMECEK, 609 N.Ocean Drive,Hollywood,Florida.(Parcel 117)

GEORGE MENEES,319 Pierce Street,Hollywood,Florida. (Parcel 117)

DOLPHIN APARTMENTS, INC., c/o Myron Burnstein,
 President, Home Federal Savings Building,
 Hollywood, Florida. (Parcel 119)

VLADIMIR BRYLEWSKI, 915 N. Ocean Drive, Hollywood,
 Florida. (Parcel 120)

LONGINA BRYLEWSKI, 915 N. Ocean Drive, Hollywood,
 Florida. (Parcel 120)

STARDUST OF HOLLYWOOD, INC., c/o Dominic Emiliano,
 President, 4115 Madison Street, Hollywood,
 Florida. (Parcel 120)

LIFE INSURANCE COMPANY OF GEORGIA, c/o Broward Williams,
 Insurance Commissioner, Doyle Carlton
 Building, Tallahassee, Florida. (Parcel 120)

THOMAS M. WOHL, Executor of the Estate of Martin M.
 Wohl, Deceased, 1720 Harrison Street,
 Hollywood, Florida. (Parcels 122 and 132)

ALBERT C. COZENS, 313 Hays Street, Hollywood, Florida.
 (Parcel 124)

HELEN COZENS, 313 Hays Street, Hollywood, Florida.
 (Parcel 124)

H. L. ENGLEHART, 1410 N. Ocean Drive, Hollywood,
 Florida. (Parcel 124)

BERTHA M. ENGLEHART, 1410 N. Ocean Drive, Hollywood,
 Florida. (Parcel 124)

E. FRANKLIN BADGER, 1510 N. Ocean Drive, Hollywood,
 Florida. (Parcel 125)

A. WINIFRED BADGER, 1510 N. Ocean Drive, Hollywood,
 Florida. (Parcel 125)

GRACE NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale,
 Florida. (Parcel 125)

J. W. NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale,
 Florida. (Parcel 125)

ANNIE FROSK, 1600 N. Ocean Drive, Hollywood, Florida.
 (Parcel 129)

BERTHA TRIER, 510 - 76th Street, Miami, Florida.
 (Parcel 130)

JOSEPH HOELZL, 1701 N. Ocean Drive, Hollywood, Florida.
(Parcels 131, 140)

ELEANORE HOELZL, 1701 N. Ocean Drive, Hollywood, Florida.
(Parcels 131, 140)

ESTATE OF AMANDA MONSON, c/o W. C. Mather, Resident Agent,
1909 Tyler Street, Hollywood, Florida. (Parcels 131, 200)

VIRGINIA ALLISON, 1205 N. Ocean Drive, Hollywood, Florida.
(Parcel 132)

MARY HISLOP, 1205 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

THOMAS GRANATA, 1209 N. Ocean Drive, Hollywood, Florida (Parcel 132)

MILFRED DOUGLAS, 1207 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

WILLARD JENNINGS, 1211 N. Ocean Drive, Hollywood, Florida (Parcel 132)

ROBERT GRACE, 1213 N. Ocean Drive, Hollywood, Florida (Parcel 132)

SANKEN CORPORATION, c/o Joseph Perlmutter, President, 1201 N.
Ocean Drive, Hollywood, Florida. (Parcel 132)

HAROLD REINER, 1216 Johnson Street, Hollywood, Florida. (Parcel 133)

HELEN REINER, 1216 Johnson Street, Hollywood, Florida (Parcel 133)

KATINKA OZEE, as Co-Executrix of the Estate of Ella Jo Stollberg,
Deceased, 1909 Harrison Street, Hollywood, Florida.
(Parcel 133)

RAYMOND A. WILSON, as Co-Executor of the Estate of Ella Jo
Stollberg, Deceased, 1715 S. Surf Road, Hollywood,
Florida. (Parcel 133)

EMIL HERERRA, 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MENA HERERRA, 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MUNCH, INC. c/o George H. Munch, 1315 N. Ocean Drive, Hollywood,
Florida. (Parcel 134)

GEORGE H. MUNCH, as Trustee for MUNCH, INC., a dissolved Florida
corporation, 1315 N. Ocean Drive, Hollywood, Florida.
(Parcel 134)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida
corporation, 1315 N. Ocean Drive, Hollywood, Florida.

HOLLYWOOD SUN & SAND CO-OP, INC., c/o Alice Eklund, Secretary,
1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

SARL INVESTMENT CORPORATION, c/o Saul A. Geronemus, President,
825 S. E. 6th Street, Fort Lauderdale, Florida.
(Parcel 135)

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- ATLANTIC FEDERAL SAVINGS & LOAN ASSOCIATION, c/o H. P. Greep, President, 1750 E. Sunrise Boulevard, Fort Lauderdale, Florida. (Parcel 135)
- JACKSON'S MINIT MARKET, INC., c/o Julian Jackson, President, Atlantic Boulevard, Jacksonville, Florida. (Parcel 135)
- ROBERT HANNAN, 1926 Hollywood Boulevard, Hollywood, Florida. (Parcel 136)
- ELEANOR HANNAN, 123 N. 19th Avenue, Hollywood, Florida. (Parcel 136)
- ELIZABETH FORAKER, 1360 Bayview Drive, Fort Lauderdale, Florida. (Parcel 136)
- HAMILTON MUTUAL REALTY FUND, INC., c/o Corporation Trust Corporation, Florida Title Building, Jacksonville, Florida. (Parcel 136)
- NICHOLAS TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)
- ROSE TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)
- MARION HARRIS, 1515 N. Ocean Drive, Hollywood, Florida. (Parcel 139)
- HELEN M. WEBER, 2400 S. Surf Road, Hollywood, Florida. (Parcel 140)
- JERRY I. SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)
- ELLEN SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)
- ELYDIA FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)
- JOHN FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)
- GREATER MIAMI FEDERAL SAVINGS & LOAN ASSOCIATION, c/o Robert M. Morgan, President, 101 S. E. 2nd Avenue, Miami, Florida. (Parcel 144)
- HARRIS HOUSE 'A', INC., c/o Fred Grant, Sr., President, 325 N. Federal Highway, Hollywood, Florida. (Parcel 145)
- HARRY C. HALL, 1575 N. E. 141st Street, Miami, Florida. (Parcel 145)
- ELLIOTT HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

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VELMA HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida.
(Parcel 146)

CHARLES McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale,
Florida. (Parcel 146)

IDA McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale,
Florida. (Parcel 146)

EDWARD H. PIERSKI, individually and as Administrator of the
Estate of Frank John Wood, a/k/a Frank G. Pierski,
Deceased, 2118 N. Ocean Drive, Hollywood, Florida.
(Parcel 147)

FIRST NATIONAL BANK OF HOLLYWOOD, as Ancillary Administrator
C.T.A. of Estate of Anna Pierski, deceased, c/o
William A. Hofman, President, 2001 Hollywood Boule-
vard, Hollywood, Florida. (Parcel 147)

LESTER S. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)

ETHEL JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)

HARRY W. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)

MILLIE L. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)

MARY C. HALL, 1915 N. Ocean Drive, Hollywood, Florida.
(Parcel 157)

FRED P. HUGHES, 341 Oklahoma Street, Hollywood, Florida.
(Parcel 158)

BOBBE M. HUGHES, 341 Oklahoma Street, Hollywood, Florida.
(Parcel 158)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, c/o
William H. Walker, Jr., President, 100 N. E.
1st Avenue, Miami, Florida. (Parcel 158)

E. B. WELLONS, 2007 N. Ocean Drive, Hollywood, Florida.
(Parcel 159)

IDA MAE WELLONS, 2007 N. Ocean Drive, Hollywood, Florida.
(Parcel 159)

WILLIAM J. SYMS, JR., 1114 S. Lake Drive, Hollywood, Florida,
and THOMAS LYNCH, 2501 Pierce Street, Hollywood,
Florida, as Trustees under the Last Will and
Testament of William J. Syms, Sr., deceased.
(Parcel 160)

- ELIZABETH V. SYMS, 919 Van Buren Street, Hollywood, Florida.
(Parcel 160)
- TE-PAR-JO HOTELS, INC., c/o John Bergamo, President, 2415 N.
Ocean Drive, Hollywood, Florida. (Parcel 161)
- FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROWARD COUNTY,
c/o E. Thomas Wilburn, President, 391 E. Las Glas
Blvd., Fort Lauderdale, Florida. (Parcels 161, 175,
181)
- GEORGE HOMROSKY, 2719 Dewey Street, Hollywood, Florida.
(Parcel 161)
- MARY ANNE HOMROSKY, 2719 Dewey Street, Hollywood, Florida.
(Parcel 161)
- JOHN H. HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel
161)
- EFFIE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel
161)
- DELSEA DRIVE SHOP-RITE, INC., c/o Josephine Guaracini, President,
6560 N.W. 10th Street, Hollywood, Florida. (Parcel 161)
- IRMA H. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida.
(Parcel 167)
- JAMES O. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida.
(Parcel 167)
- THE MIAMI BEACH FIRST NATIONAL BANK, c/o James L. Newman, Asst.
Vice President, 1651 Alton Road, Miami Beach, Florida.
(Parcels 169, 179)
- MARY LOUISE STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale,
Florida. (Parcels 169, 179)
- EUGENE G. STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale,
Florida. (Parcels 169, 179)
- HARRY KATZ, 1011 S. 26th Ave., Hollywood, Florida (Parcels 169,
179)
- JACK DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels
169, 179)
- PEARL DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels
169, 179)
- LAURABELL KIMMEL as resident agent for A. Arthur Sweeney, Admin-
istrator of the Estate of Helen Finkelstein, deceased,
623 N. W. 28th Court, Fort Lauderdale, Florida.
(Parcels 169, 179)
- LEAH CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. Parcel 170)
- MANUEL CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. (Parcel 170)

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- JOSEPH A. SALSILLE, 2800 North Ocean Drive, Hollywood,
Florida. (Parcels 174, 183)
- JENNIE SALSILLE, 2800 North Ocean Drive, Hollywood, Florida.
(Parcels 174, 183)
- HAZEL LOGAN, 2900 North Ocean Drive, Hollywood, Florida.
(Parcels 175, 177)
- R. R. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida.
(Parcels 178, 191)
- LEAH M. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida.
(Parcels 178, 191)
- MARY P. COCCIA, 321 Wilson Street, Hollywood, Florida.
(Parcel 181)
- ESTHER DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach,
Florida. (Parcel 182)
- EDWARD DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach,
Florida. (Parcel 182)
- HARRY L. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers,
Florida 33903. (Parcel 183)
- ELFANOR A. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers,
Florida 33903. (Parcel 183)
- HARRY A. FRIEDMAN, 330 Coolidge Street, Hollywood, Florida.
(Parcel 184)
- LENA FRIEDMAN, 330 Coolidge Street, Hollywood, Florida.
(Parcel 184)
- CITY NATIONAL BANK OF MIAMI, c/o Michael Franco, President,
25 West Flagler Street, Miami, Florida. (Parcel 184)
- PARD DEVELOPERS, INC., c/o Ben Salter, President, 2429
Hollywood Boulevard, Hollywood, Florida. (Parcel 190)
- CYRUS R. DREW, 3418 North Ocean Drive, Hollywood, Florida.
(Parcel 197)
- VIRGINIA A. DREW, 3418 North Ocean Drive, Hollywood, Florida.
(Parcel 197)
- JOHN S. A. MONSON, RUDOLPH F. A. MONSON and MORE S. MONSON,
as Executors of the Estate of AMANDA S. MONSON,
Deceased, c/o W. C. Mather, 1909 Tyler Street,
Hollywood, Florida. (Parcel 200)

REGINA T. GRAHAM, 3405 North Ocean Drive, Hollywood,
Florida. (Parcel 202)

JAMES T. GRAHAM, 3405 North Ocean Drive, Hollywood,
Florida. (Parcel 202)

BANK OF HALLANDALE, c/o H. E. Shaw, President, 801 East
Beach Boulevard, Hallandale, Florida. (Parcel
202)

EDGAR H. GALVIN, 2110 Dewey Street, Hollywood, Florida.
(Parcels 203, 273)

RUTH E. GALVIN, 2110 Dewey Street, Hollywood, Florida.
(Parcels 203, 273)

TARA HALL CONDOMINIUM, INC., c/o Daniel T. Tomasulo,
Secretary, Apt. 2, 2100 North Ocean Drive,
Hollywood, Florida. (Parcel 271)

ROBERT SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

RUTH SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

CLEM LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

DORIS JANE LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

WILLIAM M. SMITH, 800 S. South Lake Drive, Hollywood,
Florida. (Parcel 271)

BURNADETTE E. SMITH, 800 S. South Lake Drive, Hollywood,
Florida. (Parcel 271)

DANIEL T. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

DOROTHY M. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

WALTER W. SIEVERS, 720 S. South Lake Drive, Hollywood,
Florida. (Parcel 271)

MICHAEL B. BOWLER, Apt. 10, 2106 N. Ocean Drive, Hollywood,
Florida. (Parcel 271)

DOLPHIN ASSOCIATES, INC., c/o Richard A. Sarver, President,
341 Filmore Street, Hollywood, Florida.
(Parcel 272)

THE DANIA BANK, c/o Leonard Miller, President, 255 E. Dania
Beach Boulevard, Dania, Florida. (Parcel 272)

GOLDEN CREST DEVELOPMENT COMPANY, INC., c/o Louis P.
Vittali, President, 333 Oklahoma Street, Hollywood,
Florida. (Parcel 273)

ROY H. RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida
(Parcel 280)

MARCELLA RICE, 2718 N. Ocean Drive, Hollywood beach, Florida.
(Parcel 280)

HELEN R. HOFFMAN, 600 Hibiscus Drive, Golden Isle, Hallan-
dale, Florida. (Parcel 280)

(b) The following persons and parties who are believed
to be non-residents of the State of Florida, and whose last
known places of residence are as set forth below, so far as
ascertainable by diligent search and inquiry, and all persons
claiming by, through and under them together with the respective
parcel numbers in which each is alleged to be interested:

G. B. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park,
42, Illinois, 60642. (Parcel 105)

HELEN P. CHARNAS, 10155 Clifton Park Avenue, Evergreen
Park 42, Illinois, 60642. (Parcel 105)

GRAHAM C. SEMMENS, 1723 - 12th Avenue, N.W., Calgary,
Province of Alberta, Canada. (Parcel 121)

NANCY H. SEMMENS, 1723 - 12th Avenue N.W., Calgary, Pro-
vince of Alberta, Canada. (Parcel 121)

HENRY H. BRUSMAN, P. O. Box 187, Vandalia, Ohio.
(Parcel 123)

FELIX J. MIODUCKI, 117 E. Parade Avenue, Buffalo,
New York. (Parcel 130)

- LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1805 Lin-Lor-Lane, Elgin, Illinois 60120 (Parcel 134)
- THOMAS I. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)
- MARGARET E. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)
- JULIUS C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)
- BEATRICE WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)
- HERMAN G. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)
- IDA WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)
- CHESTER PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)
- ADELINE PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)
- DONOTHY F. HINCHCLIFF, Executrix of the Estate of Alfred W. Hinchcliff. Deceased, 17495 Royalton Road, Strongsville, Ohio. (Parcel 187)
- NEW YORK BANK FOR SAVINGS, c/o Alfred S. Mills, President, 280 Park Avenue, New York, New York. (Parcel 190)
- EMIL JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)
- AGNES K. JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)
- JOSEPH J. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)
- MARTHA E. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)
- SELINA SCHWARZ, Apt. 17-B, 3270 North Lake Shore Drive, Chicago, Illinois 60600. (Parcel 196)
- DORA ROSENBERG, Apt. 17-B, 3270 Lake Shore Drive, Chicago, Illinois 60600. (Parcel 198)
- RUDOLPH PASQUALONI, 819 Chapel Street, New Haven, Connecticut, 06510. (Parcel 271)

ROSELE J. CORBIN, Box 311, Route 1, Millersport, Ohio,
43046. (Parcel 271)

BETTIE DORIS CORBIN, Box 311, Route 1, Millersport, Ohio,
43046. (Parcel 271)

ROSE C. SHAW, 159 Point Beach Drive, Milford, Connecticut.
(Parcel 271)

HELEN C. SHAW, 159 Point Beach Drive, Milford, Connecticut.
(Parcel 271)

JOSEPH H. BENNETT, 1350 Bay Drive, W. Atlantic City, New
Jersey 08232. (Parcel 271)

MARGARET H. BENNETT, 1350 Bay Drive, W. Atlantic City, New
Jersey 08232. (Parcel 271)

IVAN E. CHADVIN, 14 Sunset Avenue, Farmingdale, New York,
11735. (Parcel 271)

VIOLA E. CHADVIN, 14 Sunset Avenue, Farmingdale, New York
11735. (Parcel 271)

(c) The following persons whose places of residence are
unknown, after diligent search and inquiry, if alive, and if
deceased, the unknown heirs, devisees and all persons and
parties claiming under them whose names and places of residence
are unknown, together with the parcel numbers in which they
are alleged to be interested:

FRED DEL SORDO, Residence unknown. (Parcel 143)

EVELYN KUSHNER, Residence unknown. (Parcels 169, 179)

SYLVIA MEISLER, Residence unknown. (Parcels 169, 179)

ALEX LLOYD, Residence unknown. (Parcels 169, 179)

ETHEL KLETZKY, Residence unknown. (Parcels 169, 179)

C. W. YEAGER, Residence unknown. (Parcel 187)

HAZEL A. YEAGER, Residence unknown. (Parcel 187)

(d) The unknown husband and wives of any said individual
defendants.

(e) The unknown heirs, devisees, legatees and grantees of the above named individual defendants who may be dead.

(f) The unknown assigns, successors in interest, trustees, of any other parties claiming by, through, under or against any and all of the above named corporations, whether existing or dissolved.

And against all persons and parties claiming or having any interest or claim as owners, mortgagees, judgment creditors, or lienholders of, upon or against the parcels of land hereinafter described:

PARCEL 103

The Easterly 12.67 feet of Lots 48, 49, 50, 51 and 52, Block A, of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2525 square feet, more or less.

PARCEL 105

The Easterly 12.67 feet of Lots 42, 43, 44, and 45, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 106

The Westerly 12.67 feet of Lots 15 and 16, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 107

The Westerly 12.67 feet of Lots 17 and 18, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida in Section 13, Township 51 South, Range 43 East, being that part of said Lots

lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A. Containing 1010 square feet, more or less.

PARCEL 108

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 8, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 109

The Westerly 12.67 feet of Lots 15 and 16, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 111

The Westerly 12.67 feet of the North 2.72 feet of Lot 17 and the Westerly 12.67 feet of Lot 18, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 539 square feet, more or less.

PARCEL 112

The Easterly 12.67 feet of Lots 28, 29, 30 and 31, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 113

The Easterly 12.67 feet of Lots 19 and 20, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1010 square feet, more or less.

PARCEL 114

The Easterly 12.67 feet of Lot 18, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 115

The Easterly 12.67 feet of Lots 13, 14, 15 and 16, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 116

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 6, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, containing 2020 square feet, more or less.

PARCEL 117

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 119

The Westerly 12.67 feet of Lots 17 & 18, Block 4 of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 120

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 2, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 121

The Westerly 12.67 feet of Lot 15, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within

35 feet of the Base line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 122

The Westerly 12.67 feet of Lots 16, 17 and 18, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base line of Survey, according to the Right of Way map of Section 86030-2503, State Road A-1-A, containing 1515 square feet, more or less.

PARCEL 123

The Easterly 12.80 feet of Lots 53 and 54, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 50 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 124

The Easterly 12.80 feet of Lot 52, Block A, of Hollywood Beach, First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, Containing 531 square feet, more or less.

PARCEL 125

The Easterly 12.80 feet of Lots 51, 50, 49, 48, 47, 46 and 45, Block A, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3,716 square feet, more or less.

PARCEL 129

The Easterly 12.80 feet of Lots 43 and 44, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 130

The Easterly 12.81 feet of Lots 38, 39 and 40, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1571 square feet, more or less.

PARCEL 131

The Easterly 12.81 feet of Lots 32, 33, 34, 35, 36, and 37, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3186 square feet, more or less.

PARCEL 132

The Westerly 12.80 feet of Lots 14, 15, 16 and 17, Block 1, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2228 square feet, more or less.

PARCEL 133

The Westerly 12.80 feet of Lot 13, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 134

The Westerly 12.80 feet of Lots 14, 15 and 16, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 135

The Westerly 12.80 feet of Lot 13, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 136

The Westerly 12.80 feet of Lot 14, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 138

The Westerly 12.80 feet of Lot 16, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot, lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 139

The Westerly 12.80 feet of Lots 13, 14, 15 and 16, Block 4, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2124 square feet, more or less.

PARCEL 140

The Westerly 12.81 feet of Lots 12, 13, 14 and 15, Block 6, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2124 square feet, more or less.

PARCEL 143

The Easterly 12.81 feet of Lot 31, Block A, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 144

The Easterly 12.81 feet of Lots 29 and 30, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 145

The easterly 12.81 feet of Lots 25, 26, 27 and 28, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 146

The easterly 12.81 feet of Lots 21, 22, 23 and 24, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 147

The easterly 12.81 feet of Lots 15, 16 and 17, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; EXCEPTING therefrom the South 38.46 feet of said Lot 17; Containing 1080 square feet, more or less.

PARCEL 149

The easterly 12.81 feet of Lots 11 and 12, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 157

The westerly 12.81 feet of Lots 14 and 15, Block B, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 158

The westerly 12.81 feet of Lot 12, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 159

The westerly 12.81 feet of lots 13, 14 & 15, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 160

The westerly 12.81 feet of Lots 11 and 12, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 161

The westerly 12.81 feet of Lots 13 and 14, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 167

The westerly 12.81 feet of Lots 11, 12 & 13, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 169

The easterly 12.83 feet of Lots 6 and 7, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 170

The easterly 12.83 feet of Lots 8 and 9, Block B, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

BK

3598

PARCEL 174

The easterly 12.63 feet of Lots 16, 17, 18, 19 and 20, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2632 square feet, more or less.

PARCEL 175

The easterly 12.83 feet of Lots 21, 22 and 23, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 176

The easterly 12.83 feet of Lots 24, 26, 27, 28, 29, 30, 31, 32 and 33, and the easterly 12.61 feet of Lot 39, all in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 34 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING on the southeast corner of said Lot 34, running westerly along the south line of said Lot 34, a distance of 12.83 feet; thence N. 06°20'47" E a distance of 31.38 feet to the beginning of a curve to the left; thence Northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 10.49 through an angle of 00°12'44" to a point on the north line of said Lot 34; thence easterly along the north line of said Lot 34, a distance of 12.05 feet to the northeast corner of said Lot 34; thence southerly along the east line of said Lot 34 a distance of 41.77 feet to the POINT OF BEGINNING;

AND

That part of Lots 36, 37 and 38 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 38, run westerly along the north line of said Lot 38, a distance of 12.61 feet; thence S 03°02'20" West a distance of 11.82 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet, a distance of 116.43 feet through an angle of 02°19'03" to a point on the South line of said Lot 36; thence easterly along the south line of said Lot 36 a distance of 13.28 feet to the southeast corner of said Lot 36, thence northerly along the east line of said Lots 36, 37 and 38, a distance of 124.72 feet to the POINT OF BEGINNING; All containing 7450 square feet, more or less.

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PARCEL 177

The westerly 12.83 feet of Lot 25, Block D, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 508 square feet, more or less.

PARCEL 178

That part of Lot 35, Block B, Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 35, run westerly along the south line of said Lot 35, a distance of 12.85 feet to a point on a curve concave to the west, and having a tangent bearing of N 06°08'03" E through said point; thence northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 40 feet through an angle of 00°58'36" to the north line of said Lot 35, thence easterly along the north line of said Lot 35 a distance of 13.28 feet to the northeast corner of said Lot 35, thence southerly along the east line of said Lot 35 a distance of 40 feet to the POINT OF BEGINNING; containing 520 square feet, more or less.

PARCEL 179

The westerly 12.83 feet of lots 10, 11 and 12, Block 2, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 181

The westerly 12.83 feet of Lots 10 & 11, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 182

The westerly 12.83 feet of Lots 12 & 13, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 183

The Westerly 12.83 feet of Lots 10 and 11, Block 4, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 184

The westerly 17.83 feet of Lot 13, Block 4, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 187

The westerly 12.83 feet of Lot 13, Block 5, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot 13, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 189

The westerly 12.83 feet of Lots 12 & 13, Block 6, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 190

The westerly 12.83 feet of Lots 9, 10 and 11, Block 7, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 12, said Block 7 of Hollywood Beach Second Addition, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 12, run westerly along the north line of said Lot 12 a distance of 89.55 feet to the POINT OF BEGINNING; thence continue westerly along the north line of said Lot 12 a distance of 12.76 feet to the northwest corner of said Lot 12, thence southerly along the West line of said Lot 12, a distance of 41.77 feet to the

southwest corner of said Lot 12, thence easterly along the south line of said Lot 12 a distance of 12.83 feet; thence N 06°20'47" E a distance of 21.41 feet to the beginning of a curve to the left, thence northerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet a distance of 20.10 feet through an angle of 00°23'50" to the POINT OF BEGINNING; All containing 2121 square feet, more or less.

PARCEL 191

Those parts of Lots 9 and 10, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the southeast corner of said Lot 9, run westerly along the south line of said Lot 9, a distance of 102.45 feet to the POINT OF BEGINNING; thence continue along the south line of said Lot 9 a distance of 12.21 feet to the southwest corner of said Lot 9; thence northerly along the west line of said Lots 9 and 10, a distance of 83.21 feet to the northwest corner of said Lot 10; thence easterly along the north line of said Lot 10 a distance of 12.51 feet to a point on a curve concave to the west and having a tangent bearing of N 03°28'33" E through said point; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet, a distance of 84.93 feet through an angle of 01°40'41" to the POINT OF BEGINNING; containing 1006 square feet, more or less.

PARCEL 192

That part of Lots 11 and 12, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the northeast corner of said Lot 12, run westerly along the North line of said Lot 12, a distance of 88.92 feet to the POINT OF BEGINNING; thence S 03°02'20" W a distance of 58.95 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet; a distance of 22.11 feet through an angle of 00°26'13" to a point on the South line of said Lot 11; thence westerly along the south line of said Lot 11 a distance of 12.51 feet to the southwest corner of said Lot 11; thence northerly along the west line of Lots 11 and 12 a distance of 83.02 feet to the northwest corner of said Lot 12; thence easterly along the north line of said Lot 12 a distance of 12.61 feet to the POINT OF BEGINNING; containing 1040 square feet, more or less.

PARCEL 193

The easterly 12.61 feet of Lots 41 & 42, Block B of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section

12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 196

The Easterly 12.61 feet of Lots 48 and 49, Block B, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1040 square feet, more or less.

PARCEL 197

The easterly 12.6 feet of the south 21.5 feet of Lot 51 and the easterly 12.6 feet of Lot 50, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 773 square feet, more or less.

PARCEL 198

The easterly 12.6 feet of the North 20 feet of Lot 51 and the Easterly 12.6 feet of Lots 52 & 53, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1290 square feet, more or less.

PARCEL 200

The westerly 12.61 feet of Lots 9 & 10, Block 9, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 202

The westerly 12.60 feet of Lots 9 and 10, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1042 square feet, more or less.

PARCEL 203

A strip of land over, through and across Lots 9, 10, 11 and 12, Block 11 of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, said strip lying East of and adjacent to the west line of said Lots; said strip measuring 12.60 feet on the south line of said Lot 9, and 27.78 feet on the north line of said Lot 12; Containing 3347 square feet, more or less.

PARCEL 271

The easterly 12.81 feet of the South 38.46 feet of Lot 17 and the Easterly 12.81 feet of Lots 18 and 19, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 47 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1549 square feet, more or less.

PARCEL 272

The westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, all of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2020 Square feet, more or less.

PARCEL 273

The westerly 12.60 feet of Lots 11 and 12, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 280

The easterly 12.83 feet of the South 7 feet of the North 25 feet of Lot 13, in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 90 square feet, more or less.

BN 5599

5599 PAGE 754

The relief sought as to said property is to condemn the fee simple absolute title to the lands heretofore described as the right of way for the public purpose of constructing and widening the roadbed, ditches, easements and borrow pits on that portion of Section 86030 of State Road A-1-A in Broward County, Florida, extending from Hollywood Boulevard, Hollywood, Florida, northerly to Sheridan Street, Hollywood, Florida; as is set forth in the Petition in Eminent Domain Proceedings and Declaration of Taking filed in this cause.

McCUNE, HIAASEN, CRUM & FERRIS
Attorneys for Petitioner
603 Broward National Bank Bldg.
Fort Lauderdale, Florida

By Earle H. Peterson, Jr.
Earle H. Peterson, Jr.

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



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

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

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

Landmark Abstract Agency

As to the following described property to wit:

Lots 1 through 5, 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Astrid 10 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

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

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1320

CURRENT TAXES: Taxes for the year 2022 show PAID.

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

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

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

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


BY: _____
John G. Sanchez- Examiner



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

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Dean McLaughlin and Myrtle R. McLaughlin, his wife, to Neptune Apartments, Inc., a Florida corporation, dated November 2, 1959, filed October 18, 1960, and recorded in Official Records Book 2045, Page 988.**
2. **Warranty Deed from Ida M. Orth, a single woman, to Larry J. Monroe and Florence Monroe, his wife, dated February 1, 1973, filed February 8, 1973, and recorded in Official Records Book 5158, Page 705.**
3. **Quit Claim Deed from Larry J. Monroe and Florence Monroe, his wife, to Florence R. Monroe, dated October 12, 1976, filed November 10, 1976, and recorded in Official Records Book 6794, Page 433.**
4. **Final Judgment of Dissolution of Marriage filed November 16, 1976, and recorded in Official Records Book 6800, 182.**
5. **Warranty Deed from Neptune Apartments, Inc., a corporation existing under the laws of Florida, to A.N.H., Inc., a Florida corporation, dated October 26, 1977, filed November 15, 1977, and recorded in Official Records Book 7289, Page 114.**
6. **Quit Claim Deed from Grant W. Davis and Irma V. Davis, his wife, to A.N.H., Inc., a Florida corporation, dated October 26, 1977, filed November 15, 1977, and recorded in Official Records Book 7289, Page 123.**
7. **Warranty Deed from Florence R. Monroe, a/k/a Florence Monroe, a single woman, to Frank Anthony, filed January 13, 1978, and recorded in Official Records Book 7378, Page 159.**
8. **Warranty Deed from Frank Anthony, to A.N.H., Inc., a Florida corporation, dated December 24, 1981, filed January 8, 1982, and recorded in Official Records Book 9972, Page 554.**
9. **Trustee's Deed from Neptune Hollywood Beach Club Condominium Association, Inc., a Florida Non-profit corporation, as Termination Trustee of Neptune Hollywood Beach Club, a Condominium, to VVG Real Estate Investments, LLC, a Florida limited liability company, dated October 28, 2013, filed October 29, 2013, and recorded in Official Records Book 50293, Page 425.**
10. **Warranty Deed from VVG Real Estate Investments LLC, a Florida limited liability company, to GG RE Hollywood Beach 613 LLC, a Florida limited liability company, dated April 29, 2019, filed April 30, 2019, and recorded in Instrument # 115773124.**
11. **Special Warranty Deed from GG RE Hollywood Beach 613 LLC, a Florida limited liability company, to Astrid 10 LLC, a Florida limited liability company, dated January 25, 2022, filed January 31, 2022, and recorded in Instrument # 117904084.**



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

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement by Astrid 10 LLC, a Florida limited liability company, and Professional Bank, a Florida banking corporation, dated January 25, 2022, filed January 31, 2022, and recorded in Instrument # 117904086; Assignment of Leases, Rents and Profits, filed January 31, 2022, and recorded in Instrument # 117904087; UCC Financing Statement Form, filed January 31, 2022, and recorded in Instrument # 117904088.**
2. **Cross Collateralization and Cross-Default Agreement filed July 6, 2022, and recorded in Instrument # 118254657.**
3. **Amendment to Cross Collateralization and Cross-Default Agreement and Spreading Agreement, filed August 25, 2022, and recorded in Instrument # 118363212.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**
2. **Ordinance No. 0-72-39 filed March 30, 1978, and recorded in Official Records Book 7489, page 390.**
3. **Declaration of Condominium Establishing Neptune Hollywood Beach Club, a Condominium, filed August 30, 1982, and recorded in Official Records Book 10370, Page 708; Conditional Plan of Termination filed May 31, 2013, and recorded in Official Records Book 49843, Page 1816; Certificate of Conditional Plan of Termination filed October 29, 2013, and recorded in Official Records Book 50293, Page 423.**
4. **Ordinance No. 86-90 filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**
5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**
6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**
7. **Grant of Easement filed May 17, 2004, and recorded in Official records Book 37469, Page 1155.**
8. **City of Hollywood Historic Preservation Board Resolution No. 06-H-108, filed January 17, 2007, and recorded in Official Records Book 43442, Page 1499 and filed June 4, 2007, and recorded in Official Records Book 44133, Page 758.**
9. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 23, 2017, and recorded in Instrument # 114163608.**
10. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 23, 2017, and recorded in Instrument # 114163609.**



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

TITLE SEARCH REPORT

Search Number: 23-102173
Street Address: 2012 N SURF ROAD
County: Broward

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Astrid 10 LLC

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.
2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.
3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.
4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.
5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

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

1. Review all documents referred to in this report.
2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.
3. Other: None

[Search](#) > [Account Summary](#) > [Bill Details](#)

Real Estate Account #514212-01-1320

Owner: ASTRID 10 LLC
Situs: 2012 N SURF RD
[Parcel details](#)
[GIS](#)
[Property Appraiser](#)
 VAB: ASSESS/ PETITION



[Get bills by email](#)

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE
2022 Annual Bill	687339	CL-0011030	0513	\$0.00

PAID
 [Print \(PDF\)](#)

If paid by: Nov 30, 2022
Please pay: \$0.00

Combined taxes and assessments: \$163,979.38

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.5706%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$39,383.35
VOTED DEBT	0.1384%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$985.55
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.4510%	\$8,733,550.00	\$0.00	\$8,733,550.00	\$38,873.03
CAPITAL OUTLAY	1.5000%	\$8,733,550.00	\$0.00	\$8,733,550.00	\$13,100.33
VOTER APPROVED DEBT LEVY	0.1873%	\$8,733,550.00	\$0.00	\$8,733,550.00	\$1,635.79
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.0377%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$272.86
OKEECHOBEE BASIN	0.1026%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$730.61
SFWMD DISTRICT	0.0948%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$675.07
SOUTH BROWARD HOSPITAL	0.1010%	\$7,120,990.00	\$0.00	\$7,120,990.00	\$719.22
Total Ad Valorem Taxes	20.7752%				\$157,838.38

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	\$7,120,990.00	\$0.00	\$7,120,990.00	\$3,204.45
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	\$7,120,990.00	\$0.00	\$7,120,990.00	\$53,163.87
DEPT SERVICE	0.08830	\$7,120,990.00	\$0.00	\$7,120,990.00	\$4,901.33
FL INLAND NAVIGATION	0.03200	\$7,120,990.00	\$0.00	\$7,120,990.00	\$227.87
Total Ad Valorem Taxes	20.77520				\$157,838.38

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		\$5,266.00
HLWD FIRE INSPECTION		\$855.00
Total Non-Ad Valorem Assessments		\$6,141.00

Parcel Details

Owner:	ASTRID 10 LLC	Account	514212-01-1320	Assessed value:	\$7,120,990
Situs:	2012 N SURF RD	Alternate Key	657339	School assessed value:	\$8,733,550
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	PROFESSIONAL BANK (CL-0011036) 396 ALHAMERA CIRCLE STE 255 CORAL GABLES, FL 33134		

2022 TAX AMOUNTS	LEGAL DESCRIPTION	LOCATION
Ad valorem: \$157,838.38	HOLLYWOOD BEACH FIRST ADD 1-31 B	Book, page, item: --
Non-ad valorem: \$6,141.00	LOTS 1 THRU 5, 21 & 22, BLK 9	Property class:
Total \$163,979.38		Township: 51
Discountable:		Range: 42
Total tax: \$163,979.38		Section: 12
		Use code: 39

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

[Search](#) > Account Summary

Real Estate Account #514212-01-1320

Owner: ASTRID 10 LLC
Situs: 2012 N SURF RD
[Parcel details](#)
[GIS](#)
[Property Appraiser](#)
 VAB: ASSESS/ PETITION



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.
 Your last payment was made on **11/29/2022** for **\$157,420.20**.

Account History

BILL	AMOUNT DUE	STATUS		ACTION
2022 Annual Bill 	\$0.00	Paid \$157,420.20	11/29/2022	Receipt #EEX-22-00009934  Print (PDF)
2021 Annual Bill 	\$0.00	Paid \$135,431.66	11/11/2021	Receipt #WWW-21-00047402  Print (PDF)
2020 Annual Bill 	\$0.00	Paid \$150,136.27	11/27/2020	Receipt #WWW-20-00094675  Print (PDF)
2019 				
2019 Annual Bill	\$0.00	Paid \$126,716.76	11/29/2019	Receipt #WWW-19-0006294  Print (PDF)
Refund		Processed \$2,340.48	05/01/2020	To GG RE HOLLYWOOD #13 LLC
		Paid \$126,716.76		
2018 Annual Bill 	\$0.00	Paid \$109,722.00	11/27/2018	Receipt #EEX-18-00006597  Print (PDF)
2017 Annual Bill 	\$0.00	Paid \$103,121.10	11/27/2017	Receipt #EEX-17-0000281  Print (PDF)
2016 Annual Bill 	\$0.00	Paid \$97,985.06	03/20/2017	Receipt #WWW-16-00115306  Print (PDF)
2015 Annual Bill 	\$0.00	Paid \$86,117.78	07/22/2016	Receipt #WWW-15-00099310  Print (PDF)
2014 Annual Bill 	\$0.00	Paid \$81,425.04	03/24/2015	Receipt #WWW-14-00100215  Print (PDF)
Total Amount Due	\$0.00			

RETURN TO:
PAUL GLASEL
Attorney at Law

2226 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33021

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

MYRON H. BURNSTEIN

of the Law Office of
SALTER, YESLOW & BURNSTEIN
1720 Harrison Street
HOLLYWOOD, FLORIDA

73-28421

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

430
5/1
54

This Indenture, Made this 1st day of February, 19 73, Between

IDA M. ORTH, a single woman

of the County of **Morris**, State of **New Jersey**, grantor*, and

Larry J. Monroe and Florence Monroe, his wife

whose post office address is **5315 West Park Road, Hollywood,**

of the County of **Broward**, State of **Florida**, grantor*.

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantor, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantor, and grantor's heirs and assigns forever, the following described land, situate, lying and being in **Broward** County, Florida, to-wit:

Lots 21 and 22 in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, at Page 31 of the Public Records of Broward County, Florida

Subject to mortgage to John J. Burton and Sylvia C. Burton, his wife, in the unpaid balance of \$91,160.96, which the Grantors herein assume and agree to pay.

Subject to Purchase Money Second Mortgage of even date herewith, executed by the Grantees to the Grantor.

JACK WHEELER
COUNTY COMMISSIONER
73 FEB 8 PM 1:40

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
420.00

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

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

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

John G. Willinger
Harvey J. Willinger

Ida M. Orth (Seal)

RECEIVED
FLORIDA
SUNDAY
FEB 12 1973
\$54.45

STATE OF Florida
COUNTY OF Morris
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

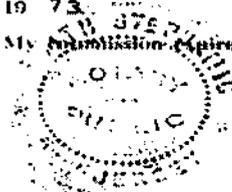
IDA M. ORTH, a single woman,

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

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of February, 19 73.

My Commission Expires:

Edell Stephens
Notary Public



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
COUNTY COMMISSIONER

1975

REC 5158 PAGE 705

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

FLORENCE MONROE, Wife of LARRY J. MONROE,

to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Hollywood, County of Broward, and State of Florida, this 12th day of October, A.D. 1976.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEBRUARY 23
1978 THOU GENERAL H.S. UNDERWRITERS

RECORDED IN THE OFFICE OF THE
CLERK OF THE COUNTY OF BROWARD
J. A. HENDERSON
CLERK OF THE COUNTY

19

Dated

Quit-Claim- deed

OFF. 6794 PAGE 492
REC. 6794 PAGE 492

yes

75-219961

75 NOV 16 PM 4:09
NOV 15 PM 3:32

IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT, IN AND FOR BROWARD
COUNTY, FLORIDA

NO. 75-9687 - Judge Minnet

IN RE: MARRIAGE OF)
FLORENCE R. MONROE,)
Petitioner/Wife,)
And)
LARRY J. MONROE,)
Respondent/Husband.)

FINAL JUDGMENT OF
DISSOLUTION OF MARRIAGE

The above and foregoing cause having come on for Final Hearing before the Court upon the pleadings, testimony and proofs taken before the Court, and stipulation of the parties; and the Court having considered the same and being fully advised in the premises, finds that it has jurisdiction over the parties and the subject matter of this cause, whereupon it is

ORDERED and ADJUDGED as follows:

1. That the marriage of the parties is irretrievably broken and that the marriage of the parties hereto is hereby dissolved.
2. That the WIFE shall have the permanent custody of the minor children of the parties hereto, to wit: MARY TERESA MONROE, born March 18, 1959; COLLEEN ANN MONROE, born July 26, 1961, and KELLY JEAN MONROE, born March 18, 1965, subject to the following:
 - A) The HUSBAND shall have the right to visit any child at any time on reasonable notice given by the HUSBAND to the WIFE.

REF 6800 Page 182

RETURN TO CLERK
COURT CLERK

B) The parties shall each keep the other notified at all times as to the whereabouts of any child whenever said child is taken from the residence by the other party.

C) Each party shall promptly notify the other in case of any child's serious illness (which shall mean any illness which confines the child to bed for more than two days) while said child is in his or her custody.

D) The parties shall endeavor to confer with each other on all important matters pertaining to any child's health, welfare, education and upbringing, with a view to arriving at a harmonious policy calculated to promote the child's best interests.

E) Neither party shall remove any child from the State of Florida without the written consent of the other or first obtaining a Court Order.

3. The HUSBAND shall pay the sum of ONE HUNDRED FIFTY (\$150.00) DOLLARS per month for child support for each of the minor children of the parties, to wit: MARY TERESE MONROE, COLLEEN ANN MONROE and KELLY JEAN MONROE, until each child reaches the age of eighteen (18) years, except that such support payments shall continue for the oldest child, MARY TERESE MONROE, until June 30, 1977. Such support payments are to be paid by the HUSBAND in two equal monthly payments payable on the 1st and on the 15th day of each month, beginning October 15,

1976. All such support payments shall be payable by the HUSBAND to the Court Trustee of Broward County, Florida, or any other court in Florida in which jurisdiction the WIFE shall reside, it being understood that the HUSBAND shall pay all Court Trustee's fees.

4. That the HUSBAND shall provide hospitalization and surgical insurance coverage for said minor children of the parties.

5. That there is presently owned by the HUSBAND and the WIFE, as an estate by the entirety, the following described real property, to wit:

All of Lot 1, and the West 12 feet of Lot 2, and East 30 feet of West 26th Avenue, Block "J", HOLLYWOOD HILLS AMENDED, according to the Plat thereof, recorded in Plat Book 6, Page 31, of the Public Records of Broward County, Florida.

Also known as 5315 Park Road, Hollywood, Florida.

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Also known as the Bali Hai property.

6. That if the HUSBAND has not already done so, the HUSBAND shall forthwith execute a Quitclaim Deed to the WIFE, conveying all of his right, title and interest in and to the homeplace, known as 5315 Park Road, Hollywood, Florida, hereinbefore legally described, subject to the mortgage thereupon owned and held by

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, which mortgage thereupon the WIFE shall assume and pay. Said mortgage payments shall be brought current and paid by the HUSBAND through October 31, 1976. Said HUSBAND shall also forthwith execute a Bill of Sale conveying all of his right, title and interest in and to all of the furniture, furnishings, appliances and fixtures therein to the WIFE.

7. That if the HUSBAND has not already done so, the HUSBAND shall forthwith execute a Quitclaim Deed to the WIFE, conveying all of his right, title and interest in and to the property known as BALI HAI MOTEL, heretofore legally described, subject to the First Mortgage thereon owned and held by JOHN J. BURTON and SYLVIA C. BURTON, his wife, and the Second Mortgage owned and held by IDA M. ORTH, which mortgages thereupon the WIFE shall assume and pay. Both of said mortgages shall be brought current and paid by the HUSBAND through October 31, 1976. The HUSBAND shall also forthwith execute a Bill of Sale to the WIFE, conveying all of his right, title and interest in and to all assets involving the BALI HAI MOTEL, including but not limited to the BALI HAI Bank Account and all of the furniture, furnishings, appliances and fixtures situate in and upon the said motel premises, except the furnishings in Apartment 2 of said motel owned by the HUSBAND's mother.

OFF
REC 6800
Page 185

Based upon the HUSBAND's representations that all deposits paid by customers for advance reservations have either been deposited to said BALI HAI Bank Account or will be delivered to said WIFE, the Court orders that the BALI HAI Bank Account as of November 1, 1976, shall have a balance of \$1,500.00, and that all other deposits paid by customers for advance reservations which have not been deposited therein as of November 1, 1976, shall be paid to the WIFE by the HUSBAND.

8. That the conveyances by the HUSBAND of his interest in the said homeplace of the parties and the said motel and its furnishings represent lump-sum alimony to the WIFE and are in full accord and satisfaction of the WIFE's right, title, interest, claim and demand to alimony.

9. That the HUSBAND shall give possession of the motel to the WIFE within forty-eight hours of the entry of this Final Judgment, and in addition thereto shall furnish WIFE, within said forty-eight hours, with all known data concerning the operation of said motel, including but not limited to furnishing a list of creditors showing sums due each. All bills relative to said BALI HAI MOTEL shall be paid by the HUSBAND through October 31, 1976.

10. That each of the parties shall bear his or her own costs, charges and expenses relative to this cause, including but

OFF 6800 PAGE 186

not limited to attorneys' fees, expert fees and expert witness fees, and said parties shall bear equally the expenses of the Court Reporter, JESSIE A. BRUNO, in the sum of \$50.00.

11. That this Court retains jurisdiction of this cause to enforce all matters, with the exception of the dissolution of marriage.

DONE and ORDERED at Fort Lauderdale, Florida,
this 15 day of November, 1976.


JAMES A. NESTER
CIRCUIT JUDGE

Copies to: PAUL GLASEL, Esq.
Attorney for Husband
2620 Hollywood Boulevard
Hollywood, Florida 33020

LAWRENCE J. MEYER, Esq.
Attorney for Wife
2435 Hollywood Boulevard
Hollywood, Florida 33020

Court Trustee
Court House
Fort Lauderdale, Florida

RECORDED IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR
DADE COUNTY, FLORIDA
J. A. NESTER
CIRCUIT JUDGE

REC-6800 PAGE 187

This Warranty Deed Made and executed the 26 day of October A. D. 1977 by NEPTUNE APARTMENTS, INC.,

a corporation existing under the laws of Florida and having its principal place of business at 2012 N. Surf Road, Hollywood, Broward County, Florida, heretofore called the grantor, to A.N.H., INC., a Florida corporation

whose postoffice address is 2012 N. Surf Road, Hollywood, Florida

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, all that certain land situated in Broward County, Florida, viz:

Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Nine (9), HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to subdivision restrictions, reservations, limitations and easements of record, if any, and taxes for the year 1977 and subsequent years.



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

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

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances

Record and return to Abrams, Anton Robbins, Resnick, Schneider, & Mager, P.A. P. O. Box 650 Hollywood, Florida 33022

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: [Signature] Secretary

NEPTUNE APARTMENTS, INC.

Signed, sealed and delivered in the presence of:

[Signatures of witnesses]

By: [Signature] GRANT W. DAVIS and IRMA V. DAVIS

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County, aforesaid to take acknowledgments, personally appeared GRANT W. DAVIS and IRMA V. DAVIS

well known to me to be the President and Secretary respectively of the corporation called as grantor in the foregoing deed, and that they severally acknowledged concerning the same in the presence of me subscribing witness duly and lawfully sworn to them by said corporation and that the said official seal is the corporate seal of said corporation.

WITNESS my hand and official seal to the County and State by authority of the State of Florida, this 26th day of October, A. D. 1977.

CLERK OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF BROWARD COUNTY, FLORIDA L. J. MEYER COUNTY ADMINISTRATOR

This instrument prepared by:

WILLIAM F. HUNTER, JR., Attorney at Law 2012 N. SURF ROAD HOLLYWOOD, FLORIDA 33022

1-59020 58300

STATE OF FLORIDA COUNTY OF BROWARD DOCUMENTARY STAMP TAX \$901.00

77 NOV 15 AM 10:59

REC-7289 PAGE 114

RMS-R-415

77-256315

30
55

This Quit-Claim Deed, Executed this 26 day of October, A. D. 1977, by
GRANT W. DAVIS and IRMA V. DAVIS, his wife,
first party, in
A.N.H., INC., a Florida corporation

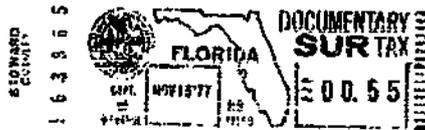
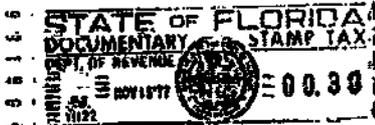
whose postoffice address is 2021 W. Surf Road, Hollywood, Florida

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward State of Florida, to-wit:

Lots 1, 2, 3, 4 and 5, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.



77 NOV 15 AM 11 53

Record and return to Abrams, Anton Robbks, Resnick, Schneider, & Meigs, P.A. P. O. Box 660 Hollywood, Florida 33022

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in presence of:

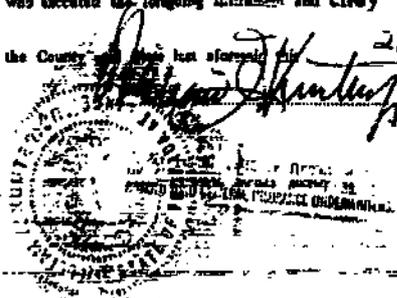
John Kigelli *Grant W. Davis*
William J. Hunter *Irma V. Davis*

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GRANT W. DAVIS and IRMA V. DAVIS, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County of Broward this 26 day of October A. D. 1977.

NOTARIAL PUBLIC
L. A. NESTER
COUNTY BROWARD



This instrument prepared by:
Address: 2021 W. Surf Road, Hollywood, Florida

Rms: 64545

OFF. REC. 7289 PAGE 123

9/85/00
495 00

78-10076

Printed for

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This instrument was prepared by:

Name R. JOEL WEISS, ESQ.

Address 3325 Hollywood Blvd.

Hollywood, Florida 33021

This Indenture, Made this _____ day of _____ 1977. Between

FLORENCE R. MONROE, a/k/a FLORENCE MONROE, a single woman

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

FRANK ANTHONY

whose post office address is 310 Mc Kinley Street, Hollywood

of the County of Broward, State of Florida 33019, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of

TEN AND NO/100ths ----- (\$10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO a mortgage in favor of JOHN J. BURTON and SYLVIA C. BURTON, his wife dated October 31, 1969, filed November 6, 1969, as recorded in Official Records Book 4066, Page 337, of the Public Records of Broward County, Florida, in the original principal amount of ninety-four thousand five hundred dollars (\$94,500.00) which the grantee assumes and agrees to pay.

SUBJECT TO a purchase money second mortgage in the principal amount of forty-two thousand five hundred dollars (\$42,500.00).

SUBJECT TO taxes for the year 1977 and all subsequent years.

SUBJECT TO restrictions, reservations, limitations and easements of record, if any.

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

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

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in my presence

[Signature]

[Signature]
FLORENCE R. MONROE, a/k/a _____ (Seal)
FLORENCE MONROE _____ (Seal)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 17 1978
485.00

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared FLORENCE R. MONROE, a/k/a FLORENCE MONROE, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of JANUARY 1978

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES APRIL 1, 1980
60-46-100 GENERAL REG. UNDERWRITING

RECORDED IN THE COUNTY RECORDS OF
DE BROWARD COUNTY, FLORIDA
CORRECTION

REC-7378 PAGE 159

02/14

82- 5426

This Indenture,

Made this 24 day of December A D 19 81
BETWEEN FRANK ANTHONY

of the County of Broward in the State of Florida party of the first part, and

A.N.H., INC., a Florida Corporation
of the County of Broward in the State of Florida whose post office address is
310 McKinley Street, Hollywood

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida to wit

Lots 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. A mortgage in favor of JOHN J. BURTON and SYLVIA C. BURTON, his wife, dated October 31, 1969 in the original principal amount of \$94,500.00 which the grantee assumes and agrees to pay.
2. A purchase money second mortgage in favor of FLORENCE MONROE dated January 9, 1978 in the original principal amount of \$42,500.00.
3. Taxes for the year 1982 and all subsequent years.
4. Restrictions, reservations, limitations and easements of record, however the foregoing shall not serve to reimpose same.

GRANTOR DOES HEREBY DECLARE AND REPRESENT THAT THE SUBJECT PROPERTY IS NOT THE HOMESTEAD OF GRANTOR. GRANTOR'S PRINCIPAL PLACE OF RESIDENCE IS 430 S.E. 16TH AVENUE, POMPANO BEACH, FLORIDA 33060.

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

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Handwritten signatures of witnesses

Handwritten signature of Frank Anthony
FRANK ANTHONY

RECORDED IN THE PUBLIC RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WAIT
Deputy Registrar

STATE OF FLORIDA,
COUNTY OF Dade

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

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 24 December A D 19 81.

1583.55 has been paid in Broward County for Documentary Stamp Tax as required by law.
Handwritten signature

Handwritten signature of Ronald L. Davis
RONALD L. DAVIS
Commissioner of Deeds
11/19/81

This instrument prepared by
Address RONALD L. DAVIS, P.A.
Skylake State Bank Bldg., Suite 407
1550 N.E. Miami Gardens Drive
North Miami Beach, Florida 33179
(305) 940-2352

Greenbaum & Marden, P.A.
Attorneys at Law
12501 N.E. 9th Avenue
N. Miami Beach, FL 33161

9 21 11 01

REC 9972 PAGE 554

17

Return to:
Nerdinsky Law Group
3800 S. Ocean Drive
Suite 222
Hollywood, Florida 33019

This Instrument prepared by:
Joseph L. Schneider, Esquire
1720 Harrison Street
Suite 1820
Hollywood, Florida 33020

THIS SPACE RESERVED FOR PROCESSING DATA

THIS SPACE RESERVED FOR PROCESSING DATA

PROPERTY APPRAISERS PARCEL I.D.

(FOLIO) NUMBERS: 514212AJ0001, 514212AJ0010, 514212AJ0020, 514212AJ0030,
514212AJ0040, 514212AJ0050, 514212AJ0060, 514212AJ0070, 514212AJ0080, 514212AJ0090,
514212AJ0100, 514212AJ0110, 514212AJ0120, 514212AJ0130, 514212AJ0140, 514212AJ0150,
514212AJ0160, 514212AJ0170, 514212AJ0180, 514212AJ0190, 514212AJ0200, 514212AJ0210,
514212AJ0220, 514212AJ0230, 514212AJ0240, 514212AJ0250, 514212AJ0260, 514212AJ0270,
514212AJ0280, 514212AJ0290

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, made the 28th day of October, 2013, by NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, as Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida, whose post office address is 398 E. Dania Beach Boulevard, #193, Dania Beach, Florida 33004, hereinafter called the grantor, to VVG REAL ESTATE INVESTMENTS, LLC, a Florida Limited Liability Company, whose address is 2711 S. Ocean Drive, #3605, Hollywood, Florida 33019, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys unto the grantees, all that certain land situate in Broward County, Florida, viz:

Lots 1 through 5, 21 and 22, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes subsequent to December 31, 2012.
2. All matters of record, including restrictions, limitations, easements of record, if any, but this reference shall not operate to reimpose same.

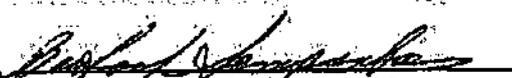
To have and to hold the same together with all and singular appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

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

This Deed is executed by NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, as Termination Trustee of NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, pursuant to the Conditional Plan of Termination recorded on May 31, 2013, in Official Records Book 49843, at Page 1816, Public Records of Broward County, Florida, and the Certificate of Conditional Plan Becoming Final of even date hereof and recorded contemporaneously with this Trustee's Deed, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantee therein, and by every person now or hereafter claiming any right or security or interest hereunder, that nothing contained herein shall be construed as creating any liability on NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Non Profit Corporation, or on any of the beneficiaries under said Plan of Termination.

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

NEPTUNE HOLLYWOOD BEACH CLUB
CONDOMINIUM ASSOCIATION, INC., a
Florida Non Profit Corporation, as
Termination Trustee of NEPTUNE
HOLLYWOOD BEACH CLUB, A
CONDOMINIUM, pursuant to the Plan of
Termination recorded on May 31, 2013, in
Official Records Book 49843, at Page 1816,
Public Records of Broward County, Florida


By: BARBARA J. SAMPSON
a/k/a BARBARA SAMPSON
As: Its President

Prepared by:

Leonid Nerdinsky, Esq.
Nerdinsky Law Group, P.A.
3800 S. Ocean Drive, Suite 242
Hollywood, FL 33019
Tel: 954-237-6307
NLG File # 19251

After Recording Return to:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1915 Harrison Street, 1st Floor
Hollywood, FL 33020
Phone: (786) 286-1160
File RLG # 19-004

Parcel ID #: 5142-12-01-1320

_____ [Space Above This Line For Recording Data] _____

WARRANTY DEED

This Warranty Deed made as of April 29, 2019, between VVG Real Estate Investments LLC, a Florida limited liability company, whose post office address is 310 Mckinley Street, Hollywood, FL 33019, grantor, and GG RE Hollywood Beach 613 LLC, a Florida limited liability company, whose post office address is 3460 NE 165 Street, North Miami Beach, FL 33160, grantee:

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

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

Lots 1 through 5, 21 and 22, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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

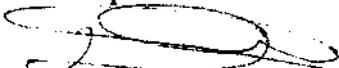
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

{Signature Page to Follow}
{Remainder of Page Blank}

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

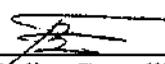
Signed, sealed and delivered
in our presence:


Print Name: Dina Nerdinsky

Print Name: Barbara Davis

Grantor:

VVG Real Estate Investments LLC
A Florida limited liability company

By: 
Print Name: Vadim Gataullin
Print Title: Manager and sole member

State of Florida }
County of Broward } SS:

The foregoing instrument was acknowledged before me on 4-24-2019, 2019,
by Vadim Gataullin, as Manager and sole member of VVG Real Estate Investments LLC,
a Florida limited liability company, on behalf of the company, and () he is personally
known to me or presented or () he presented his FL LLC
as identification.





Notary Public, State of Florida
[PLACE NOTARIAL SEAL]

Prepared by:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
2980 NE 207 St, Ste. 603
Aventura, FL 33180
File: RLG 21-052

After Recording Return to:

Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL393

Parcel ID: 5142-12-01-1320

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of January 25, 2022, between **GG RE HOLLYWOOD BEACH 613 LLC**, a Florida limited liability company ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **ASTRID 10 LLC**, a Florida limited liability company ("Grantee"), whose mailing address is 3350 SW 57th Place, Fort Lauderdale, FL 33312.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

GG RE HOLLYWOOD BEACH 613 LLC, a Florida limited liability company

By: [Signature]
Viktor Goldenberg, Member

[Signature]
Print: Debra Sanchez
Witness

[Signature]
Print: Lariza Garcia
Witness

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me by means of physical presence on January 21, 2022, by Viktor Goldenberg, Member of GG RE HOLLYWOOD BEACH 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Name printed: Lourdes Chang
My Commission Expires: 06/09/2022
Commission No.: GG180514

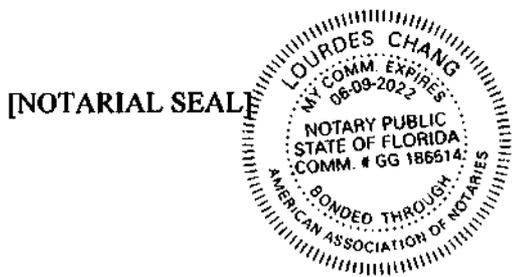


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 5, 21 and 22, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

This instrument prepared by:
Linda Roth, Esquire
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed this 5th day of January, 2022, by ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "MORTGAGOR"), whose address is 2012 N. Surf Road, Hollywood, FL 33019, in favor of PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as "MORTGAGEE"), whose address is 396 Alhambra Circle, Suite 255, Coral Gables, FL 33134 "MORTGAGOR" and "MORTGAGEE", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

WITNESSETH:

To secure payment of the obligations of MORTGAGOR to MORTGAGEE in the original principal sum of Six Million One Hundred Five Thousand and No/100 Dollars (\$6,105,000.00) (the "Loan"), and any and all renewals, modifications or extensions thereof, and to secure performance by MORTGAGOR of all of its obligations to MORTGAGEE, MORTGAGOR does hereby mortgage, grant, sell, bargain, remise and convey to MORTGAGEE the following described parcels of property located in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all the right, title and interest of the MORTGAGOR in and to any and all buildings, improvements and appurtenances now standing or at any time hereafter constructed or

placed on the Property, or any part or parts thereof, including without limitation, all partitions, screens, awnings, window shades, dynamos, motors, engines, elevators, call systems, fire apparatus, plumbing, ventilating, gas and electric light fixtures, machinery, appliances, apparatus, fittings and fixtures of every kind in any building now or hereafter erected on the Property; together with the rents, issues and profits thereof;

TOGETHER WITH the personal property now or hereafter situated and located in or appurtenant to said building or buildings on the Property, and all other furniture, furnishings and equipment now or hereafter owned by MORTGAGOR, and/or used or employed, or to be used or employed in connection with any business owned, conducted, operated or controlled by the MORTGAGOR on the Property, or any part thereof;

TOGETHER WITH all and singular the easements, hereditaments, rights of way, appendages and appurtenances to the Property and belonging or in anywise appertaining thereto, and all the right, title and interest of the MORTGAGOR in and to any and all streets, ways, alleys, strips or gores of land adjoining the Property, or any part thereof;

TOGETHER WITH all and singular the reversion or reversions, remainder or remainders in and to the Property, and every part and parcel thereof; and, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both at law and in equity, of said MORTGAGOR, in and to the said real and personal property, and every part and parcel thereof, together with any appurtenances thereto.

(All of the foregoing shall hereinabove and hereinafter be collectively referred to as the "Property".)

AND ALSO THE MORTGAGOR, as additional security to, and for the better protection of, the MORTGAGEE, has and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the MORTGAGEE all and singular the rents, income, issues, profits and revenue, from whatever source derived, arising or flowing from the Property, or any building or structure now or hereafter placed on the Property, and any business now or hereafter conducted thereon or therewith, and with respect to tenants or concessionaires in said building or buildings, such rents, issues and profits are hereby specifically assigned and transferred to the MORTGAGEE with the same force and effect as if each and all of the persons who are now, or may hereafter become, tenants or concessionaires in said building or buildings were now known and herein expressly named; the MORTGAGOR hereby consenting and agreeing that the pledge of said rents, income, issues, profits and revenue is necessary to protect the MORTGAGEE and to secure the indebtedness for which this Mortgage has been given, with full authority on the part of the MORTGAGEE to have the protection which this instrument hereinafter affords, so as to preserve the said rents, income, issues, profits and revenue in case of suit being filed to foreclose this Mortgage.

TO HAVE AND TO HOLD all and singular the Property, and the rents, issues and profits thereof, unto the MORTGAGEE, in fee simple and forever.

AND THE MORTGAGOR does covenant with the MORTGAGEE, that the MORTGAGOR is indefeasibly seized of the Property in fee simple; that the MORTGAGOR has full power and lawful right to convey the Property in fee simple as aforesaid; that it shall be lawful for the MORTGAGEE, at all times peaceably and quietly, to enter upon, hold, occupy and enjoy the Property; that the Property is free and clear of all liens and encumbrances, except as set forth on Exhibit "B" attached hereto and made a part hereof; that the MORTGAGOR will make such further assurances to perfect the fee simple title to the Property in the MORTGAGEE, as may be reasonably required; and that the MORTGAGOR does hereby fully warrant the title to the Property and will

defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if MORTGAGOR shall faithfully perform each and every obligation provided for in any note or other evidence of indebtedness, now or hereafter executed by MORTGAGOR in favor of MORTGAGEE, and any renewals, modifications or extensions thereof, and if MORTGAGOR shall repay any and all obligations now due or to become due to MORTGAGEE, regardless of however or whenever created, and if MORTGAGOR shall fully and completely perform all covenants, stipulations and agreements contained herein, then this Mortgage and the estate hereby created shall cease and be null and void.

AND the MORTGAGOR hereby covenants and agrees:

1. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained in this Mortgage, or in any other documentation executed in connection herewith.

2. To pay all obligations to MORTGAGEE promptly and in accordance with the terms and provisions of any documentation evidencing such obligations.

3. To pay all and singular all installments of taxes and assessments and levies, liabilities, obligations and encumbrances of every nature on the Property, and if the same be not promptly paid the MORTGAGEE may at any time pay the same without waiving or affecting the option to foreclose or any other right hereunder, and every payment so made shall bear interest from the date thereof, at the maximum lawful rate in effect from time to time; provided, however, that MORTGAGOR shall not be required to pay and discharge, or to cause to be paid and discharged, any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings, in which event MORTGAGOR shall set aside on its books adequate reserves with respect to any such tax, assessment, charge, levy or claim so contested in accordance with generally accepted accounting principles or, if required by MORTGAGEE, MORTGAGOR shall deposit with MORTGAGEE the amount of such contested tax, assessment, charge, levy or claim, together with penalties and interest thereon which would accrue while same is being contested.

4. To deliver to the MORTGAGEE, each year before they are delinquent, tax receipts evidencing the payment of all lawfully imposed taxes upon the Property, except to extent being contested as provided in Paragraph 3 above; and, to deliver to the MORTGAGEE receipts evidencing the payment of any installments due for liens for public improvements within thirty (30) days before the same shall become delinquent.

5. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, whether incurred at trial or appellate level, and court costs reasonably incurred or paid at any time by MORTGAGEE, because of the failure on the part of the MORTGAGOR to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of this Mortgage, and every such payment shall bear interest from the date thereof at the maximum lawful rate in effect, from time to time, and shall be secured by the lien of this Mortgage.

6. (a) To keep the buildings on the Property insured by policies in form and substance approved by MORTGAGEE, in amounts not less than 100% of the full insurable value thereof, as determined from time to time, but in any event, said amounts shall never be less than the principal amount outstanding under the Loan, from time to time, for the benefit of MORTGAGEE, with companies approved by MORTGAGEE, with a Best rating of B+/Class VIII or better against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood and smoke, and such other risks and perils as MORTGAGEE,

in its discretion, may require. Regardless of the types or amounts of insurance required and approved by the MORTGAGEE, the MORTGAGOR will assign and deliver to the MORTGAGEE all policies of insurance which insure against any loss or damage to the Property as collateral and further security for the payment of money secured by this Mortgage, with all losses being payable to the MORTGAGEE, pursuant to the New York Standard or other mortgagee clause, without contribution, satisfactory to the MORTGAGEE. If the MORTGAGOR defaults in so insuring the Property, or in so assigning and delivering the policies, the MORTGAGEE may, at the option of the MORTGAGEE, effect such insurance from year to year and pay the premiums therefore, and the MORTGAGOR will reimburse the MORTGAGEE on demand for any premiums so paid, with interest at the highest lawful rate in effect from time to time and the same shall be secured by this Mortgage. All insurance proceeds shall be received by the MORTGAGEE on account of the damage or destruction of the Property (less the actual costs, fees and expenses incurred in the collection thereof), and shall be paid over to the MORTGAGEE and applied, by MORTGAGEE to payment of the obligations secured by this Mortgage, in such order as MORTGAGEE, in its sole discretion, determines.

(b) Not less than thirty (30) days prior to the expiration dates of each policy required of the MORTGAGOR pursuant to this paragraph, the MORTGAGOR will deliver to the MORTGAGEE a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the MORTGAGEE.

(c) In the event of a foreclosure of this Mortgage, the purchaser of the Property shall succeed to all the rights of the MORTGAGOR, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the MORTGAGEE pursuant to the provisions of this paragraph.

(d) In addition to the foregoing, MORTGAGOR shall obtain and carry, for the benefit of itself and MORTGAGEE, fire and extended coverage insurance (assuming there are improvements on the Property), and such other hazard insurance and general public liability insurance in which both the MORTGAGOR and MORTGAGEE are named as insured, with such companies, on such terms, in such amounts, in such form and for such periods, as MORTGAGEE shall, from time to time, approve. Such policy shall also be endorsed to cover the liability of the MORTGAGEE with respect to damages arising from any loss or damage sustained by any person while on the Property. Evidence of the payment of premiums for this policy, satisfactory to MORTGAGEE, shall be timely deposited with MORTGAGEE and each such policy shall be non-cancellable without at least thirty (30) days advance written notice to MORTGAGEE. MORTGAGEE shall receive the replacement or renewal policy from the MORTGAGOR at least thirty (30) days prior to the expiration of any expiring policy.

(e) No settlement of any loss made between the insurance company and the MORTGAGOR shall be valid unless agreed to in writing by the MORTGAGEE. If any checks or vouchers are made payable to the MORTGAGOR, or jointly to the MORTGAGEE and the MORTGAGOR, then the MORTGAGEE is hereby authorized and instructed to endorse the MORTGAGOR's name thereon in order that such voucher or check may be negotiated and collected. The right conferred by this paragraph to make such collections of the moneys payable under said insurance policies, and to endorse vouchers or checks in the name of the MORTGAGOR, shall not in anywise be affected by any defeasance clause of this indenture, but the same is granted irrespective of such defeasance clauses, and to the same extent as though conferred by a separate instrument.

(f) In the event that any insurance on the Property is voided, for any reason whatsoever, and not replaced prior to the effective date of such cancellation, then, at the option of the MORTGAGEE, the whole principal sum secured hereby, with interest, shall immediately become due and payable (unless other certified copies of insurance policies acceptable to the MORTGAGEE shall be delivered to the MORTGAGEE prior to the avoidance), to the same extent as though stipulated to be paid on that day, notwithstanding anything herein contained to the contrary.

7. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

8. That no building or other Property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered without the prior written consent of the MORTGAGEE.

9. MORTGAGEE may make or cause to be made reasonable entries upon, and inspections of, the Property, and MORTGAGOR shall pay all costs incurred by MORTGAGEE in making such inspections.

10. MORTGAGOR will execute and deliver promptly to MORTGAGEE on demand at any time or times hereafter, any and all further instruments reasonably required by MORTGAGEE to carry out the provisions of this Mortgage. MORTGAGOR will, without limiting the generality of the foregoing, at any and all times, at its expense, execute, acknowledge, deliver, file and/or record, all and every such further acts, deeds, powers of attorney, conveyances, mortgages, security instruments, documents, and financing assurances in law, as MORTGAGEE shall reasonably require for the better assuring, conveying, pledging, transferring, mortgaging, assigning, and

confirming unto MORTGAGEE all and singular the hereditaments and premises, estates and property hereby, or by subsequent or collateral instruments, conveyed, pledged, transferred or assigned, or intended to be, and for perfecting the security interest of MORTGAGEE in the Property and other items of security and collateral now or hereafter held by MORTGAGEE pursuant to this Mortgage, and pay any and all requisite stamp taxes, recording charges, filing fees, intangible taxes and other taxes legally due and required thereon.

11. MORTGAGOR will provide MORTGAGEE with a current survey of the real property encumbered by this Mortgage, prepared and certified by a registered surveyor or engineer showing access to the Property and disclosing no condition which would prevent title to the Property from being good and marketable as a fee simple title, together with a Mortgagee Title Insurance Policy in the amount of the Loan, issued by a title insurance company acceptable to MORTGAGEE and insuring this Mortgage as a first and valid mortgage as to the Property, subject only to such exceptions, if any, which are acceptable to MORTGAGEE.

12. MORTGAGOR will pay all costs and expenses reasonably incurred by MORTGAGEE in the preparation and recording of this Mortgage, and all ancillary documents executed in connection herewith, or in connection with the Loan, including, without limitation, any intangible tax, documentary stamp tax, recording and filing fees and premiums for any required Mortgagee Title Insurance Policy, as well as the attorney's fees for special counsel for MORTGAGEE. MORTGAGOR shall further pay the cost of releasing or satisfying this Mortgage of record.

13. All right, title and interest of the MORTGAGOR in and to all extensions, improvements, betterment, renewals, substitutions and replacements of, and all additions and appurtenances to the Property then subject to the lien hereof, hereafter acquired by MORTGAGOR, or constructed, assembled or placed on the Property, and all conversions of the security constituted thereby, immediately upon such acquisition, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by MORTGAGOR or any other party, shall become subject to the lien of the Mortgage, as fully and completely, and with the same effect as though now owned by the MORTGAGOR, and specifically described in the Granting Clause hereof; but, at any and all times, MORTGAGOR will execute and deliver to the MORTGAGEE any and all such further assurances, mortgages, conveyances or assignments thereof as the MORTGAGEE may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of the Mortgage.

14. MORTGAGOR and MORTGAGEE agree that this Mortgage shall constitute and shall be construed as a Security Agreement under the terms of the Uniform Commercial Code (hereinafter in this Paragraph referred to as the "Code") as adopted by the State of Florida, from time to time, with respect to any property included in the definition of the word "Property", which property may not be deemed to form a part of the real property described in Exhibit "A" hereto or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (all of said property described above, and the replacements, substitutions and additions thereto together with the proceeds thereof being hereinafter collectively referred to as the "Collateral"), and that a first and continuing security interest in and to the Collateral located on the Property, is hereby granted to the MORTGAGEE, and the Collateral and all right, title and interest of MORTGAGOR therein, are hereby assigned to the MORTGAGEE, all to secure payment of the

Loan, and to secure performance by the MORTGAGOR of the terms, covenants and provisions hereof. Upon occurrence of a default under this Mortgage, the MORTGAGEE, pursuant to the appropriate provisions of the Code, shall have the right, in addition to all other rights, to proceed with respect to the Collateral in accordance with its rights and remedies as a Secured Party under the Code. The parties agree that, in the event the MORTGAGEE shall elect to proceed with respect to the Collateral separately from the real property, five (5) days written notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the MORTGAGEE shall include, but shall not be limited to, reasonable attorneys' fees and legal expenses incurred by MORTGAGEE. MORTGAGOR shall, from time to time, on request of the MORTGAGEE, deliver to the MORTGAGEE an inventory of the Collateral in reasonable detail. MORTGAGOR covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefore or additions thereto, unless the MORTGAGEE otherwise consents, will be, free and clear of any other liens, encumbrances or security interests.

15. This Mortgage shall secure not only the existing indebtedness of MORTGAGOR, but also such future advances, whether such advances or obligations are to be made at the option of the MORTGAGEE or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances to MORTGAGOR were made on the date of the execution of this Mortgage, and although there may be no advances at the time of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness that is secured hereunder may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **TWELVE MILLION TWO HUNDRED TEN THOUSAND and No/100 *** Dollars (\$12,210,000.00)**, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property covered by this Mortgage with interest on such disbursements, and attorneys' fees, court costs and expenses. Nothing herein contained shall be deemed an obligation on the part of MORTGAGEE to make any future advances.

16. If all or any part of the Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of MORTGAGEE, become immediately due and payable. MORTGAGEE shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, pertaining to the Property, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the MORTGAGOR's name, any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds and any other payments or relief, and the right thereto are hereby assigned by the MORTGAGOR to the MORTGAGEE, who, after deducting therefrom all its expenses, including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the MORTGAGEE shall determine, to the reduction of the sums secured hereby, and to any prepayment charge provided in this Mortgage or any other instrument evidencing or securing the Loan. Any balance of such monies

then remaining shall be paid to the MORTGAGOR. The MORTGAGOR agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as the MORTGAGEE may require.

17. MORTGAGOR will pay unto the MORTGAGEE together with, and in addition to, its payments of principal and interest under the Loan, until the Loan is fully paid, a sum equal to one-twelfth (1/12th) of the annual amount necessary to pay all taxes and assessments against the Parcel I Property, said monthly sum to be estimated solely by MORTGAGEE and calculated to be an amount not less than the amount of taxes assessed against the Property for the previous year. MORTGAGOR shall pay unto MORTGAGEE, in addition to its payments of principal and interest under the Loan, a sum equal to one-twelfth (1/12th) of the yearly insurance premiums for the Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of MORTGAGEE, and no interest shall be payable in respect thereof. If MORTGAGOR fails to pay or provide MORTGAGEE with proof of payment of same, MORTGAGEE may require that MORTGAGOR pay unto the MORTGAGEE, a sum equal to one-twelfth (1/12th) of the annual amount necessary to pay all taxes and assessments and the insurance premiums for the Property. Upon demand by MORTGAGEE, MORTGAGOR shall deliver to MORTGAGEE such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable MORTGAGEE to pay such taxes, assessments or premiums when due. In the event of default under any of the terms, covenants and conditions in this Mortgage, or any other instrument evidencing or securing the Loan, to be performed or observed by MORTGAGOR, MORTGAGEE may apply to the reduction of the sums secured hereby, in such manner as MORTGAGEE shall determine, any amount under this paragraph remaining to MORTGAGOR's credit and any return premium received from cancellation of any insurance policy by MORTGAGEE upon foreclosure of this Mortgage.

18. This Mortgage secures payment and performance of all obligations of MORTGAGOR to MORTGAGEE under the Loans, and all documentation executed by MORTGAGOR in favor of the MORTGAGEE in connection therewith, including any amendments, renewals, modifications, extensions of any of the foregoing, including any amendments, renewals, modifications and extensions that increase the amount of principal secured by this Mortgage or the rate of interest charged on any of such obligations which is likewise secured hereby. It is understood and agreed by and between the parties hereto that any default under the Note, or the Loan Documentation, or under any loan or extension of credit at anytime outstanding, whether now existing or hereafter created, from MORTGAGEE in favor of MORTGAGOR, or any other endorser or guarantor of such obligations, shall constitute an event of default under the Loans and shall entitle MORTGAGEE to exercise any and all of its rights and remedies as may be set forth herein or in any documentation executed in connection herewith, including, but not limited, the right to accelerate repayment of the Loans and demand payment in full of the outstanding principal balances thereunder together with all accrued and unpaid interest thereon.

19. The MORTGAGOR further covenants and agrees that MORTGAGOR will not at any time insist upon, plead, or in any manner whatever, claim or take advantage or benefit of any stay, exemption or extension now, or at any time hereafter, in force which may affect the covenants and terms of performance of or lien of or proceedings under this Mortgage, nor will the MORTGAGOR claim, take or insist upon any advantage or benefit of any law, now or hereafter in force, providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale thereof; and,

furthermore, the MORTGAGOR agrees that MORTGAGOR will not hinder, delay or impede the execution of any power herein granted, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

20. In the event of a transfer, sale, lease or conveyance of the Property, or any interest therein, or in the event any additional mortgage or encumbrance is placed upon the Property, without the prior written consent of MORTGAGEE, payment of the entire indebtedness secured by the Mortgage shall be accelerated and become due and payable in full. Any written waiver of acceleration may be conditioned upon the payment of a transfer fee or a change in loan charges and payment terms, but MORTGAGEE shall be under no obligation to agree to such a waiver. Any payments due hereunder received and applied by MORTGAGEE following a transfer, conveyance or encumbrance without MORTGAGEE's knowledge and written consent shall not estop MORTGAGEE from accelerating the Loan.

21. Any one of the following events by MORTGAGOR, or any guarantor or endorser of the Loan (collectively the "OBLIGOR"), which is not cured within any applicable cure period, shall constitute an event of default hereunder:

- (a) a default in the payment of any installment of principal or interest within ten (10) days of any due date under the Loan, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by MORTGAGOR hereunder, or under any other instrument securing the Loan;
- (b) any material misrepresentation in any financial statements, reports or certificates submitted to MORTGAGEE by any OBLIGOR in connection with MORTGAGOR's application for the Loan;
- (c) if any OBLIGOR seeks, consents or acquiesces in the appointment of any receiver, trustee, master or liquidator of itself, or all or a substantial part of any such OBLIGOR's assets, of the Property, or of any or all of the rents, revenues, issues, earnings, profits or income of the Property;
- (d) if any OBLIGOR be adjudicated bankrupt or insolvent;
- (e) if any OBLIGOR files a voluntary petition in bankruptcy;
- (f) if any OBLIGOR generally fails to pay its debts as they become due;
- (g) if any OBLIGOR makes a general assignment for the benefit of creditors;
- (h) if any OBLIGOR files a petition or answer seeking or acquiescing in any reorganization, management, readjustment, liquidation, dissolution, or arrangement or similar relief for itself, with creditors, or to take advantage of any law relating to bankruptcy, insolvency or other relief for debtors;
- (i) if any OBLIGOR files an answer admitting the material allegations of a petition filed against such OBLIGOR in any bankruptcy, reorganization or insolvency proceeding;
- (j) if any OBLIGOR takes such action for the purpose of effecting any of the foregoing;
- (k) if any OBLIGOR has any order, judgment or decree entered upon an application of a creditor of such OBLIGOR by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of such OBLIGOR's assets;
- (l) the occurrence of an event which constitutes a default under any agreement,

note or other evidence of indebtedness executed by any OBLIGOR in favor of the MORTGAGEE which is not cured within any applicable grace period;

(m) any failure to observe or perform any covenant, condition or agreement contained in this Mortgage, or under any instrument or document evidencing or securing the Loan, or executed in connection therewith;

(n) any breach of any warranty or material untruth or any representation of any OBLIGOR contained in this Mortgage, or any other instrument evidencing or securing the Loan;

(o) any material adverse change in the financial condition of any OBLIGOR;

(p) the entry of any judgment against any OBLIGOR, which is not satisfied, bonded off, or otherwise discharged or disposed within thirty (30) days of the date of entry thereof;

(q) if any OBLIGOR has concealed, removed, or permitted to be concealed or removed, any part of its properties or assets, with intent to hinder, delay or defraud its creditors, or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid;

(r) the taking of possession of any substantial part of the property of any OBLIGOR at the instance of any governmental authority;

(s) the death, dissolution, merger, change in principal ownership or control or corporate structure, consolidation or reorganization of any OBLIGOR without the prior written consent of Mortgagee;

(t) the issuing of any attachment or garnishment, or the filing of any lien against any property of any OBLIGOR; or,

(u) the occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Property.

(xxii) In the event MORTGAGOR shall fail to make full and timely payments unto MORTGAGEE of all obligations due under any note or other evidence of indebtedness executed by MORTGAGOR with or to MORTGAGEE, or any renewals, extensions or modifications thereof, regardless of however or whenever created, or if MORTGAGOR shall fail to fully and faithfully perform each and every covenant and provision of this Mortgage, and each and every obligation provided for in any documentation executed in connection herewith, which is not cured within any applicable grace, notice or cure period, then the amount due hereunder shall be equivalent to any balance in default by MORTGAGOR to the MORTGAGEE, as the case may be, together with interest, court costs and reasonable attorneys' fees, including attorneys' fees incurred in any appellate, bankruptcy or insolvency proceedings.

(xxiii) If any sums due from MORTGAGOR be not promptly paid when due, or if the terms and provisions of this Mortgage are not fully performed, complied with and abided by, or if an event of default has occurred, then the entire principal balance owing by MORTGAGOR shall forthwith or thereafter, at the option of the MORTGAGEE, become immediately due and payable, without demand or notice, together with any accrued interest and any other sums secured hereby, at the maximum lawful rate in effect from time to time, anything herein to the contrary notwithstanding; and, MORTGAGEE may foreclose this Mortgage in accordance with procedures established by law,

and have the Property sold to satisfy or apply to the indebtedness hereby secured.

(xxiv) Upon an event of default, and in addition to any other remedies afforded to MORTGAGEE under any other documentation executed by MORTGAGOR in favor of MORTGAGEE, MORTGAGEE may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to:

- (a) enforce payment of the Loan, the performance of any term hereof, or any other right;
- (b) foreclose this Mortgage and sell, as an entirety or in separate lots or parcels, the Property, under the judgment or decree of a court or courts of competent jurisdiction;
- (c) collect all rents, issues, profits, revenue, income and other benefits from the Property;
- (d) appoint a receiver to enter upon and take possession of the Property, to collect all rents, issues, profits, revenue, income, and other benefits thereof, and to apply the same as a court may direct with such receiver having all rights and powers permitted under law; and,
- (e) pursue any other remedy available to MORTGAGEE, including, but not limited to, taking possession of the Property.

MORTGAGEE shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as MORTGAGEE may determine.

22. During the continuance of any default hereunder, the MORTGAGEE, by its employees, agents or attorneys, may enter into and upon all or any part of the Property. MORTGAGEE may exclude the MORTGAGOR, its agents and servants wholly therefrom; and, having and holding the same, may lease, operate or manage and control the Property and conduct the business thereof, either personally or by its superintendents, Presidents, agents, servants, attorneys, or receivers. Upon every such entry, the MORTGAGEE, at the expense of the Property or the MORTGAGOR, from time to time, either by purchase, repairs or construction, may maintain and restore the Property, may complete the construction or development of the improvements and in the course of such completion, may make such changes in the contemplated improvements as it may deem desirable, and may insure the same. From time to time, at the expense of the Property or the MORTGAGOR, the MORTGAGEE may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as MORTGAGEE may deem advisable. In every such case the MORTGAGEE shall have the right to manage and operate the Property and to carry on the business thereof and exercise all rights and powers of the MORTGAGOR with respect thereto either in the name of the MORTGAGOR or otherwise as it shall deem best. MORTGAGEE shall be entitled to collect and receive all earnings, revenues rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of the MORTGAGOR. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of the MORTGAGEE and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the

MORTGAGEE shall apply the monies arising as aforesaid, first to the payment of the principal under the Loan and interest thereon, when and as the same shall become payable, and second, to the payment of any other sums required to be paid by the MORTGAGOR hereunder.

23. In order to accelerate the maturity of the indebtedness secured by this Mortgage because of the failure of MORTGAGOR to pay any tax, assessment, insurance premium, or any other obligation upon the Property, as herein provided, it shall not be necessary that the MORTGAGEE shall first pay same.

24. Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under this Mortgage accrued or thereafter accrued. No waiver by the MORTGAGEE of any default shall be construed as a waiver thereof, or of any other default or of the same default on a future occasion, nor shall same constitute acquiescence therein. No delay or omission on the part of the MORTGAGEE in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the MORTGAGEE of any right, power or remedy shall preclude any other or future exercise thereof or the exercise of any other right or remedy. The MORTGAGEE may, at any time, without notice to or consent of any person, grant to MORTGAGOR, or to any other OBLIGOR, any modification of any kind or nature whatsoever, or allow any release or releases, change or changes, substitution or substitutions of any portion of the Property, or any other collateral, either with or without any consideration therefor, without in any manner affecting the liability of any OBLIGOR, for the payment of any or all of the obligations secured hereby, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the Property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by MORTGAGEE. The provisions of this Mortgage, and MORTGAGEE's rights and remedies arising hereunder, or permitted by law, are separate, distinct, cumulative, and concurrent and shall be in addition to any other right, power and remedy contained in any note, guaranty or other instrument now or hereafter secured hereby, or now or hereafter existing at law, in equity or pursuant to statute. MORTGAGEE shall have all of the benefits, rights and remedies of and under any note, guaranty, or other instrument secured hereby. Except to the extent of any express provision hereof or modification or change to the contrary, in writing, signed by MORTGAGEE, all such covenants and agreements shall survive the execution, delivery and recording hereof, and of any and all further instruments executed pursuant hereto. The selection of one remedy shall not preclude the selection of another or other remedies until MORTGAGEE shall have recovered all sums due it, together with the appropriate interest thereon, and all costs of collection, including, but not limited to, attorneys' fees in any original, appellate or bankruptcy proceedings.

25. If at any time after a default hereunder in the opinion of the MORTGAGEE, a receivership may be necessary to protect the Property, its rents, issues, profits, produce or revenues, whether before or after maturity of the indebtedness hereby secured, or at the time of, or after the institution of, suit to collect such indebtedness, or to enforce this Mortgage, the MORTGAGEE shall, as a matter of strict right, and regardless of the value of the mortgage security for the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment of a receiver, by any court having jurisdiction. Such receiver would take charge of, manage, preserve, protect and operate the Property; collect the rents,

issues, profits, income and revenues thereof; make all necessary or needful repairs; pay all taxes and assessments against the Property, as well as insurance premiums for insurance thereof and all other necessary or required expenses. After the payment of the expenses of the receivership and management of the Property, such receiver would apply the net proceeds in reduction of the indebtedness hereby secured, or in such manner as the court shall direct. Such receivership shall, at the option of the MORTGAGEE, continue until full payment of all sums hereby secured, or until title to the Property shall have passed by sale under this Mortgage.

26. In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Property may be sold in one parcel and as an entirety or in such parcels, and in such manner or order, as the MORTGAGEE, in its sole discretion, may elect.

27. If any action or proceeding shall be commenced by any person other than MORTGAGEE with respect to the Property, to which action or proceeding MORTGAGEE is made a party, or in which it shall become necessary to defend or uphold the lien hereof, all sums paid by MORTGAGEE for the expense of any litigation to prosecute, or defend, the rights and liens created hereby, including, but not limited to, reasonable attorneys' fees, shall be paid by MORTGAGOR, together with interest thereon at the maximum interest rate in effect from time to time, and any such sum, and the interest thereon, shall be a claim upon the Property, and shall be deemed to be secured hereby. The sums so paid or incurred by MORTGAGEE shall be paid by MORTGAGOR to the MORTGAGEE within thirty (30) days of MORTGAGEE's request for reimbursement, and the failure or omission of MORTGAGOR to do so shall entitle MORTGAGEE either to add such sums to the principal indebtedness of this Mortgage and the notes or obligations it secures, or, at its option, to declare all indebtedness secured hereby to be in default, thereupon maturing all of the unpaid indebtedness, including the sums advanced hereunder, or both.

28. In the event that MORTGAGEE consents to any further encumbrance on the Property, MORTGAGOR represents and warrants that it will perform and fulfill promptly all covenants contained in any inferior mortgage(s) on any and all of the Property. If MORTGAGOR shall fail to do so, MORTGAGEE may, at its election, perform or fulfill such covenant, without waiving or affecting the option to foreclose or any other right hereunder, and the cost thereof, together with interest from the date of payment at the maximum lawful rate in effect from time to time shall be secured hereby. The failure of MORTGAGOR to pay any inferior mortgage(s) when due and in accordance with its terms, or MORTGAGOR's failure to abide by the terms of any inferior mortgage(s) shall be deemed a breach of this Mortgage, and the MORTGAGEE, at its option, may immediately, or thereafter, declare this Mortgage and all indebtedness secured hereby to be due and payable. MORTGAGOR shall not apply for, accept or cause to be made, future advances under any inferior mortgage(s) so long as this Mortgage remains in force. MORTGAGOR acknowledges and agrees that, in the event it breaches this covenant, same shall be an event of default under this Mortgage and in such event, MORTGAGEE shall have the right to exercise those remedies provided for herein. Notwithstanding anything contained herein to the contrary, MORTGAGEE's consent to MORTGAGOR placing any further encumbrances on the Property shall not constitute a waiver of any of MORTGAGEE's rights under the Mortgage and nothing contained herein shall be construed to evidence MORTGAGEE's consent to any such further encumbrance nor obligate MORTGAGEE to grant such consent if requested by MORTGAGOR.

29. This Mortgage shall be governed by and construed in accordance with the laws of the state of Florida. Wherever possible, each provision hereof shall be interpreted in such a manner so

as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof. It is not the intention of the parties hereto to make any agreement which shall be violative of the laws relating to usury. In the event any provision hereof or any of the existing or any further loans and security instruments and agreements between the parties may be construed to require the payment of interest on money borrowed at a rate in excess of the maximum lawful rate of interest in effect from time to time, any such excess shall be and is hereby waived.

30. Any notice, demand or communication required or permitted to be given hereunder shall be in writing, and shall be sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as indicated on page one hereof or at such other address as a party may, from time to time, designate by written notice to the other.

31. MORTGAGOR expressly represents to MORTGAGEE that, to the best of its knowledge, the Property or any part thereof, has not in the past been used for handling, storage, transportation, or disposal of hazardous or toxic materials in violation of any applicable federal or state laws or regulations. MORTGAGOR shall not use, generate, manufacture, store or dispose of, on, under or about the Property, or transport to or from the Property, any flammable explosives, radioactive materials, including any substances defined as, or included in the definition of, "hazardous substances, hazardous waste, hazardous materials, and toxic substances" under any applicable federal or state laws or regulations in effect during the term of this Mortgage (collectively the "Hazardous Materials"). MORTGAGOR covenants that MORTGAGOR is in compliance with and maintains compliance with all the provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability ("SUPERFUND") Act of 1980, Pollution Spill Prevention and Control Act, Florida Statutes Chapter 376, and Florida Air and Water Pollution Control Act, Florida Statutes Chapter 403, and other similar federal, state and local statutory schemes imposing liability on MORTGAGOR.

MORTGAGOR hereby agrees to indemnify MORTGAGEE and hold MORTGAGEE harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees, paralegal charges and expenses, arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or releases or discharges of Hazardous Materials on, under or from the Property; (b) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Mortgage, and whether by MORTGAGOR, or any predecessor in title, or any employees, agents, contractors or subcontractors of MORTGAGOR or any predecessor in title, or third persons at any time occupying or present on the Property in connection with the treatment, decontamination, handling, removal, storage, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property; or, (c) any breach of the covenants contained in this paragraph. The foregoing indemnity shall further apply to any residual contamination on or under the Property or affecting any natural resources, any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any such activities were, or will be, undertaken in accordance with applicable laws, regulations, codes and ordinances. The obligation

of MORTGAGOR to indemnify and hold harmless hereunder shall survive any foreclosure of this Mortgage or any transfer of the Property by deed in lieu of foreclosure, and shall further survive repayment of the Loan.

MORTGAGEE shall have the right, in its sole discretion, to require MORTGAGOR to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at MORTGAGOR's expense) an environmental audit and, if deemed necessary by MORTGAGEE, an environmental risk assessment, each of which must be satisfactory to MORTGAGEE, of the Property, hazardous waste management practices and/or hazardous waste disposal sites used by MORTGAGOR, if any, and of compliance with all permits, consent orders, licenses, approvals, permissions or any of the like required for the operation of the Property or any business, process or activity thereon. Said audit and/or risk assessment must be by an environmental consultant satisfactory to MORTGAGEE. Should MORTGAGOR fail to perform said environmental audit or risk assessment within thirty (30) days of the MORTGAGEE's written request, MORTGAGEE shall have the right, but not the obligation, to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by MORTGAGEE in the exercise of such rights shall be secured by this Mortgage and shall be payable by MORTGAGOR upon demand, or charged to MORTGAGOR's loan balance at the sole discretion of MORTGAGEE.

Any breach of any warranty, representation, covenant or agreement contained herein shall be an event of default hereunder and shall entitle MORTGAGEE to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

32. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the MORTGAGEE requires same in its sole discretion but not more than once per calendar year, within sixty (60) days from MORTGAGEE's written request to MORTGAGOR therefor, MORTGAGEE shall procure, at MORTGAGOR's sole cost and expense, a current appraisal of the Property, from an appraiser designated by MORTGAGEE, and in form and substance as required by MORTGAGEE. MORTGAGOR shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal, including, but not limited to, providing to the appraiser reasonable access to the Property and its tenants and such other information reasonably requested by the appraiser to complete the appraisal. MORTGAGOR's failure to promptly and fully comply with MORTGAGEE's requirements under this paragraph, shall, without further notice, constitute an event of default under this Mortgage and the other loan documents executed in connection herewith.

33. MORTGAGOR, whether or not a Florida resident, hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit or proceeding brought upon to enforce this Mortgage or the Loan. The MORTGAGOR specifically authorizes any such action to be instituted and prosecuted in either the Circuit Court of Broward County, Florida, or the applicable United States District Court for the State of Florida, at the election of MORTGAGEE, where venue would lie and be proper against MORTGAGOR.

34. In addition to all of the terms, covenants and conditions contained herein, this Mortgage shall further be subject to the terms and conditions contained in that certain Commitment Letter dated December 14, 2021 and that certain Loan Agreement of even date herewith and in any other documentation executed and/or delivered in connection therewith and a default under any of

the foregoing shall constitute a default hereunder, in which event, MORTGAGEE may exercise any and all of its rights and remedies hereunder.

35. MORTGAGEE shall provide MORTGAGOR with written notice of any non-monetary defaults under the Loan Documents, other than with respect to those events of non-monetary default under any of the Loan Documents which specifically provide for a time frame within which MORTGAGOR may effectuate a resolution thereof. MORTGAGOR shall have thirty (30) days from the date of such notice within which to effectuate a cure thereof.

36. MORTGAGOR HEREBY, AND MORTGAGEE BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE ENTERING INTO THE LOAN WITH MORTGAGOR.

IN WITNESS WHEREOF, the MORTGAGOR has hereunto executed these presents the day and year first above written.

WITNESSES AS TO MORTGAGOR:

MORTGAGOR:

ASTRID 10 LLC, a Florida limited liability company

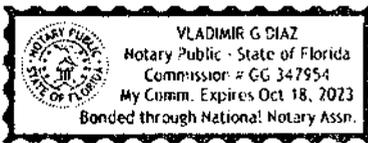
Print Name: Vladimir G. Diaz

By: [Signature]
MARC EISENMANN, Manager

Print Name: Sara L. Diaz

STATE OF FLORIDA }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of January, 2022 by MARC EISENMANN, as the Manager of ASTRID 10 LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.



[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
My Commission Expires: 10/18/23
Serial Number, if any: GG 347954
My commission expires: _____

[SEAL]

[SIGNATURE PAGE TO MORTGAGE]

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

EXHIBIT "B"
LIENS AND ENCUMBRANCES

ALL MATTERS AS SET FORTH ON OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY COMMITMENT ISSUED BY LANDMARK ABSTRACT AGENCY LLC

**THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, Fl 33133**

**ASSIGNMENT OF
LEASES, RENTS AND PROFITS**

25th THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made this day of January, 2022, by and between ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASSIGNOR"), and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as "ASSIGNEE"). "ASSIGNOR" and "ASSIGNEE", as used herein, shall include the heirs, personal representatives, successors and assigns thereof, and shall refer to the singular or plural, masculine or feminine, as the context may require.

WITNESSETH:

A. ASSIGNEE has agreed to make loans and extensions of credit (the "Loan") in favor of ASSIGNOR, to be evidenced by a promissory note of even date herewith executed by ASSIGNOR in favor of ASSIGNEE, in the principal amount of SIX MILLION ONE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$6,105,000.00).

B. ASSIGNOR is the owner of real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and has, simultaneously herewith, executed and delivered in favor of ASSIGNEE a Mortgage (the "Mortgage") encumbering said Property as security for payment of the Loan.

C. As additional security for payment of the Loan, and any renewals, extensions or modifications thereof, and to further secure performance of ASSIGNOR's obligations under the Mortgage, ASSIGNEE has requested that ASSIGNOR assign ASSIGNOR'S lessor's interest in all present and future leases incident to the Property.

NOW, THEREFORE, in order to induce ASSIGNEE to extend the Loan to ASSIGNOR, and to further secure ASSIGNOR'S obligations to ASSIGNEE, it is agreed by and between the parties hereto as follows:

1. ASSIGNOR does hereby sell, transfer and assign to ASSIGNEE all of the right, title and interest of ASSIGNOR in and to the rents, issues, profits, revenues, royalties, proceeds, rights and benefits from the Property (hereinafter collectively referred to as the "Rents"), and to that end ASSIGNOR hereby assigns and sets over unto the ASSIGNEE all leases (the "Leases") incident to the Property, whether now made, executed or delivered, or to be hereafter made, be the same written or verbal.

2. ASSIGNOR does hereby authorize and empower ASSIGNEE to collect said Rents as they shall become due, and does hereby direct the lessees (the "Lessees") under the Leases to pay such Rents as they may now be due and payable, or as they shall hereafter become due and payable, to ASSIGNEE, which payments shall be applied by ASSIGNEE in reduction of principal and interest payments under the Loan. The parties hereto agree that this Assignment shall constitute a present and absolute assignment, not merely the granting of a security interest; however, ASSIGNOR shall have the right to collect such Rents until there has been a default by ASSIGNOR in the payment of the Loan, or a default under the terms and provisions of this Assignment, or any other agreements or security instruments entered into by and between ASSIGNOR and ASSIGNEE; but that such privilege to collect, or continue collecting, as aforesaid, by ASSIGNOR, shall not operate to permit the collection by ASSIGNOR of any installment of Rent in advance of the date prescribed for the payment thereof.

ASSIGNOR covenants and agrees that the affidavit, certificate, letter or written statement of any officer or agent of ASSIGNEE stating that ASSIGNOR has not fully satisfied all obligations to ASSIGNEE, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. ASSIGNOR hereby authorizes and directs the Lessees that, upon receipt from ASSIGNEE of written notice of any default by ASSIGNOR in any of the covenants of any agreements executed in connection with any loans or extensions of credit from ASSIGNEE to ASSIGNOR, or that a default exists under this Assignment, said Lessees are to pay over to ASSIGNEE all Rents arising and accruing under said Leases, or from the premises described therein, and to continue to do so until otherwise notified by ASSIGNEE.

3. ASSIGNOR hereby constitutes and appoints ASSIGNEE, its true, lawful and irrevocable attorney-in-fact, to demand, receive and enforce payment, and to give receipts, releases, satisfactions for, and to sue for all monies payable to ASSIGNOR, and this may be done either in the name of ASSIGNOR or in the name of ASSIGNEE with the same force and effect as ASSIGNOR could do if this Assignment had not been made. ASSIGNOR also hereby authorizes ASSIGNEE, upon ASSIGNOR's default under any agreements between the parties, to take over and assume such management, operation and maintenance of the leased premises as may be required by the Leases, and to perform all acts necessary and proper, and to expend such sums out of the income from the Leases as may be needed in connection therewith, in the same manner and to the same extent as ASSIGNOR theretofore might do, including the right to effect new leases, to alter or amend the terms of existing Leases, or to renew any existing Leases. ASSIGNOR hereby releases all claims against ASSIGNEE arising out of the management, operation and maintenance of the leased premises, excepting the liability of ASSIGNEE to apply the monies collected, after payment of all expenses and fees, in reduction of ASSIGNOR's

obligations under the Loan.

ASSIGNEE, upon taking over and assuming the management, operation and maintenance of any or all of the leased premises, shall, after payment of all proper charges and expenses, including reasonable compensation to such managing personnel as it shall select and employ, after the accumulation of reserve to meet any taxes, assessments, fire and liability insurance premiums, credit the net amount of income received by ASSIGNEE from the leased premises by virtue of this Assignment to any amounts due and owing to ASSIGNEE from ASSIGNOR, but the manner of the application of such net income, and what items shall be credited, shall be determined in the sole discretion of ASSIGNEE. ASSIGNEE shall not be accountable for more monies than it actually receives and collects from the Property, nor shall it be liable for laches or for failure to collect Rents.

ASSIGNEE shall not be obligated to perform or discharge any obligation under the Leases, and ASSIGNOR hereby agrees to indemnify ASSIGNEE against any and all liability, loss or damage which it may incur under the Leases, or under or by reason of this Assignment, and against any and all claims and demands whatsoever which may be asserted against ASSIGNEE by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of any of the Leases.

4. ASSIGNEE shall have and may exercise, with respect to the Leases, any and all rights and remedies of a secured party under the Uniform Commercial Code, and any and all rights and remedies available under any other applicable law. Any notice of sale or disposition or other intended action by ASSIGNEE, with respect to any Leases, sent to ASSIGNOR by Certified Mail, return receipt requested, at the last address for ASSIGNOR in ASSIGNEE's records, at least five (5) days prior to such action, as determined from date of refusal or delivery, shall constitute reasonable notice to ASSIGNOR. ASSIGNOR shall promptly pay all costs of ASSIGNEE for enforcement of its rights hereunder, including reasonable attorney's fees and legal expenses.

5. ASSIGNOR agrees as follows:

a. ASSIGNOR will not agree to, consent to or permit any amendment, modification, termination or assignment of any of the Leases, or enter into any new Leases, without ASSIGNEE'S prior written consent, except as in the ordinary course of business. ASSIGNOR specifically acknowledges and agrees that ASSIGNEE may withhold its consent to any new Leases, if ASSIGNEE in good faith believes that the activities to be conducted on the Property or the tenants in possession under the proposed new Leases, would create increased risk of environmental concerns incident to the Property.

b. ASSIGNOR will keep and perform all of the obligations to be performed on its part under the Leases and will save ASSIGNEE harmless from any failure to do so.

c. Notwithstanding this Assignment, or any notice thereof, the ASSIGNEE shall not be obligated to perform any of the obligations on the part of ASSIGNOR arising under any Leases, nor shall the ASSIGNEE have any liability, whatsoever until such time as ASSIGNEE exercises its rights hereunder.

d. ASSIGNOR will, on request of ASSIGNEE, execute and deliver to ASSIGNEE, in recordable form, separate assignments for each lease presently existing incident to any portion of the Property, and execute and deliver in favor of ASSIGNEE, in recordable form, separate assignments for each lease which relates to any portion of the Property, which are entered into by the ASSIGNOR with third parties subsequent to the date hereof.

6. ASSIGNOR represents and warrants to ASSIGNEE that:

a. It is the owner of all Leases herein assigned, and of the Property which is the subject matter of said Leases, free and clear of any liens or encumbrances, except as set forth on Exhibit "B" attached hereto and made a part hereof, with full right to convey its interest in the same.

b. Said Leases are in full force and effect, and the Lessees therein are not in default under same.

c. Said Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever.

d. ASSIGNOR has not, and will not, execute any other assignment of its interest in said Leases, nor the Rents therefrom, and has not, and will not, hypothecate, mortgage or otherwise encumber said interest.

e. ASSIGNOR will not modify the terms of said Leases, give any consent or exercise any option required or permitted by said Leases, without the prior written consent of ASSIGNEE, except as in the ordinary course of business.

f. In the event of sale by ASSIGNOR of any of the Leases and/or Property to any third party, or to the Lessees thereunder, the proceeds from said sale shall be paid to ASSIGNEE to be applied in reduction of ASSIGNOR'S obligations to ASSIGNEE.

6. ASSIGNOR hereby covenants and agrees with ASSIGNEE that ASSIGNOR will: fulfill or perform every condition and covenant under the Leases to be fulfilled or performed by the ASSIGNOR; give to ASSIGNEE prompt notice of the receipt of any notice of ASSIGNOR's default under any of the Leases received by ASSIGNOR, together with a copy of such notice of default; enforce, short of termination of the Leases, the performance or observance of every covenant and condition under the Leases to be performed or observed by the Lessees; deliver to ASSIGNEE, upon written demand, a statement specifying the Rents derived or received from the Leases, for the period specified in such demand, the disbursements made for such period, and the names of all Lessees, together with true and correct copies of all Leases for which Rent is so accounted; and, at ASSIGNOR's expense, appear in and defend any action growing out of or in any manner connected with any of the Leases, or the obligations or liabilities of the ASSIGNOR, the Lessees, or any guarantor thereunder.

7. This Assignment is intended to be supplementary to, and not in substitution for, or in derogation of, any assignment of Rents contained in the Mortgage, or in any other document executed in connection therewith.

8. Upon repayment in full to ASSIGNEE by ASSIGNOR of the Loan, and when all obligations of ASSIGNOR to ASSIGNEE, however or whenever created, have been satisfied and discharged in full, ASSIGNEE'S security interest in the Leases shall be null and void and shall be reassigned to ASSIGNOR, without recourse, representation or warranty; otherwise, this Assignment shall be and remain in full force and effect.

9. Nothing contained in this Assignment, and no act done or omitted by ASSIGNEE pursuant to the power and rights granted ASSIGNEE hereunder, shall be deemed to be a waiver by ASSIGNEE of its rights and remedies under any agreement entered into by and between the parties

hereto, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by ASSIGNEE under the terms of any of such other agreements. The right of ASSIGNEE to collect such principal sum, interest and indebtedness, and to enforce any other security therefor held by ASSIGNEE, may be exercised by ASSIGNEE either prior to, simultaneously with or subsequent to any action taken by ASSIGNEE hereunder.

10. This Assignment has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. The Uniform Commercial Code shall govern the rights, duties and remedies of the parties, and any provisions herein declared invalid under any law shall not invalidate any other provision of this Assignment.

11. This Assignment shall be construed as a Security Agreement under the provisions of the Uniform Commercial Code as adopted by the state of Florida, from time to time, and ASSIGNEE shall be construed as a Secured Party under said Uniform Commercial Code with a security interest in all the Leases, and all Rents thereunder.

12. In addition to all of the terms, covenants and conditions contained herein, this Assignment shall further be subject to the terms and conditions contained in that certain Commitment Letter dated December 14, 2021 and that Loan Agreement of even date herewith entered into by and between ASSIGNOR and ASSIGNEE and is further subject to the terms and conditions contained in any other loan documentation executed and/or delivered in connection therewith and a default under any of the foregoing shall constitute a default hereunder, in which event, ASSIGNEE may exercise any and all of its rights and remedies hereunder.

13. This Assignment shall inure to the benefit of the ASSIGNEE, its successors and assigns, and shall be binding upon ASSIGNOR, its heirs, legal representatives, successors and assigns. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

WITNESSES AS TO ASSIGNOR:

[Signature]
Print Name: Vladimir G. Diaz

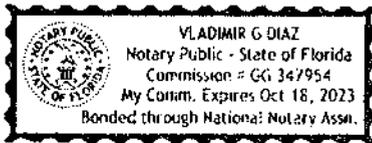
[Signature]
Print Name: Sara L Diaz

ASTRID 10 LLC, a Florida limited liability company

By: [Signature]
MARC EISENMANN, Manager
2012 N. Surf Road
Hollywood, FL 33019

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of January, 2022 by MARC EISENMANN, as the Manager of ASTRID 10 LLC, a Florida limited liability company, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.



[SEAL]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
My Commission Expires: 10/18/23
Serial Number, if any: GG 347954
My commission expires: _____

[ASSIGNMENT OF LEASES, RENTS AND PROFITS]

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

EXHIBIT "B"
LIENS AND ENCUMBRANCES

None

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON LINDA ROTH, ESQ. (305) 774-7070 lr@lindarothlaw.com	
B. Email Address	
C. SEND ACKNOWLEDGEMENT TO:	
Name	LINDA ROTH, P.A.
Address	2333 Brickell Avenue
Address	Suite A-1
City/State/Zip	Miami, FL 33129

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME ASTRID 10 LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 2012 N. Surf Road		This space not available.		
MAILING ADDRESS Line Two	CITY Hollywood	STATE FL	POSTAL CODE 33019	COUNTRY USA

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

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

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

3.a ORGANIZATION'S NAME PROFESSIONAL BANK				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 398 Alhambra Circle		This space not available.		
MAILING ADDRESS Line Two Suite 255	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL DEBTOR'S PRESENTLY OWNED OR HEREAFTER ACQUIRED FURNITURE, FIXTURES, MACHINERY, EQUIPMENT, APPLIANCES AND ANY OTHER PERSONAL PROPERTY OR FIXTURES OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER LOCATED ON THE REAL PROPERTY MORE PARTICULARLY DESCRIBED IN SECTION 13 HEREOF (THE "PROPERTY") TOGETHER WITH ALL LEASES AND ALL RENTS, ISSUES, PROFITS, REVENUES, ROYALTIES, PROCEEDS THEREOF.

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

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

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

1900-667

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

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

8a. ORGANIZATION'S NAME ASTRID 10 LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

--

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

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

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

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

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

13. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

15. Additional collateral description:

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

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

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

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT "A"

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

PARCEL NO. 51-42-12-01-1320

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (the "Agreement") is made and entered into this 3rd day of January, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of \$1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note"), and has a current outstanding principal balance of \$ 1, \$ 1,476,880.30 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Clerk's File Number 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114601366 of the Public Records

of Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of \$1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of \$1,013,822.00; as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement" which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of \$1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of \$1,658,758.00 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Clerk's File Number 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Clerk's File Number 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of \$1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5 Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of \$1,766,800 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, Lender is extending certain loans and extensions of credit to ASTRID 10 in the original principal amount of SIX MILLION ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$6,105,000.00) (the "Astrid 10 Loan") as evidenced by Astrid 10's execution and delivery of a promissory note (the "Astrid 10 Note") in favor of Lender of even date therewith in said amount.

WHEREAS, to secure repayment of the Astrid 10 Note, Astrid 10 has executed and delivered in favor of Lender a mortgage (the "Astrid 10 Mortgage"), which Astrid 10 Mortgage is being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, as well as an Assignment of Leases, Rents and Profits (the "Astrid 10 Assignment"). which Astrid 10 Assignment is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, and t and UCC-1 Financing Statements which are also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida and with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "Astrid 10 Property").

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, and the Astrid 5 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note,

Astrid 4 Note, and the Astrid 5 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, the Astrid 3 Mortgage, Astrid 4 Mortgage, and the Astrid 5 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, and the Astrid 5 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the First Cross Collateralization and Cross Default Agreement and the Second Cross Collateralization and Cross Default Agreement and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, and Astrid 5 shall hereinafter be collectively referred to as the "Other Obligor's".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans and the Astrid 10 Loan (the "Guaranties").

WHEREAS, as a condition precedent to the making of the Astrid 10 Loan, Lender requires that the Existing Loans and the Astrid 10 Loan be cross collateralized and cross defaulted with each other.

WHEREAS, it is the parties' intentions that the Existing Loans, and the Astrid 10 Loan be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the Astrid 10 Loan, unless and until the parties hereto enter into and execute this Agreement in order to further secure the timely and complete payment and performance of their obligations to Lender.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.
2. Cross Collateralization-Existing Mortgages. It is hereby declared and agreed that the Existing Mortgages shall be deemed to have been executed and delivered by the Other Obligor's in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10 and/or the Other Obligor's to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Existing Mortgages, in addition to securing payment of the Existing Loans, shall also be deemed to secure the payment of the Astrid 10 Loan, as evidenced by the Astrid 10 Note, and all present and future indebtedness and obligations of Astrid 10 to Lender under the Astrid 10 Loan,

whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Existing Mortgages specifically secure, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of the Other Obligor, or Lender in favor of Astrid 10, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligor and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Existing Mortgages be and shall continue as additional security and collateral to secure any and all indebtedness owed by the Other Obligor or Astrid 10 and/or any guarantor or endorser thereof to Lender.

3. Cross Collateralization-Astrid 10 Mortgage. It is hereby declared and agreed that the Astrid 10 Mortgage shall be deemed to have been executed and delivered by Astrid 10 in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10, and/or the Other Obligor, to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Astrid 10 Mortgage, in addition to securing payment of the Astrid 10 Loan, shall also be deemed to secure the payment of the Existing Loans, as evidenced by the Existing Note, and all present and future indebtedness and obligations of the Other Obligor to Lender under the Existing Loans, whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Astrid 10 Mortgage specifically secures, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of Astrid 10, or Lender in favor of the Other Obligor, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligor, and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Astrid 10 Mortgage be and shall continue as additional security and collateral to secure any and all indebtedness owed by Astrid 10, and/or the Other Obligor, and/or any guarantor or endorser thereof to Lender.

4. Cross Default. It is further understood and agreed by and between the parties hereto that, in the event of any default in the due observance or performance of any covenant, agreement or other provision hereof, or of the Existing Notes or the Astrid 10 Note (collectively the "Obligations"), or in any other documentation executed and/or delivered in connection therewith (collectively the "Loan Documentation") or in the event that any representation or warranty made herein, or in any other Loan Documentation, shall prove to be false or misleading in any material respect, or in the event of any default in the due observance or performance of any covenant, agreement, or other provision under any loans or extension Loan at any time outstanding, whether

now existing or hereafter created, from Lender in favor of Astrid 10, or in favor of the Other Obligors, or in favor of any other endorser or guarantor of such obligations, same shall constitute an event of default under all loans extended by Lender to Astrid 10 and/or the Other Obligors, and/ or any guarantor or endorser of such obligations, and in any such event, Lender may, at its option: (a) declare all indebtedness of principal and interest under all such loans forthwith to be due and payable whereupon all obligations of Astrid 10 and the Other Obligors, and such guarantors and endorsers to Lender under the Obligations evidenced by the Loan Documentation shall become due and payable in full both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in any other Loan Documentation to the contrary notwithstanding; and (b) exercise any or all rights and remedies available to it under any other Loan Documentation.

5. Remedies Cumulative. All remedies, rights, powers and privileges afforded Lender under or in connection with this Agreement and the Loan Documentation shall be cumulative and not be exclusive of any remedies, rights, powers and privileges provided therein or by law. Lender may exercise any or all such remedies, rights, powers and privileges in any order of priority.

6. Other Security; Marshaling. Lender may take other security or release any of the security for the payment of any of the Existing Loans, the Astrid 10 Loan (collectively the "Loans") and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of any of the Loans without prejudice to any of its rights and remedies under this Agreement or the Loan Documentation. Lender shall not be subject to any requirement for marshaling of assets in connection with any foreclosure of any lien or security interest or any other realization upon collateral with respect to the Loan Documentation or any exercise of any rights of setoff, and shall not be required to seek recourse against, or satisfaction of either the Loan Documentation from any one source before seeking recourse against, or satisfaction from, any other source.

7. Bankruptcy – Automatic Stay. Each of Astrid 10, and the Other Obligors hereby agrees, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event that it shall file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code, the automatic stay imposed by Section 362 of Title 11 of the United States Code is waived, and such waiver constitutes "cause" pursuant to 11 U.S.C. §362(d)(1) for the immediate lifting of the automatic stay in favor of Lender, and each of Astrid 10 and the Other Obligors hereby knowingly and irrevocably waives all defenses and objections to such lifting of the automatic stay and will not directly or indirectly oppose or otherwise defend against Lender's efforts to gain relief from the automatic stay.

8. Costs and Fees. Astrid 10, the Other Obligors and GUARANTOR jointly and severally agree to pay all costs, expenses and professional fees incurred by Lender in connection with

the preparation, execution, delivery, and enforcement of this Agreement, including without limitation all court costs and reasonable attorney fees (whether or not suit be brought, and including any court costs and reasonable attorney fees incurred in connection with any trial, appellate, bankruptcy, administrative or arbitration proceeding).

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement or the under the Loan Documentation shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement or the Loan Documentation preclude any other or further exercise thereof or the exercise of any other such right, remedy, power or privilege, and no waiver whatsoever shall be valid unless in writing signed by Lender and then only to the extent specifically set forth in such writing.

10. Notices. Any notice, demand, request or consent required or permitted to be given or made hereunder by any party hereto shall be in writing, addressed to the other parties at such other parties' respective addresses as set forth at the beginning of this Agreement (or to such other address within the State of Florida as any party entitled to notice hereunder may by notice pursuant hereto specify to the other parties), and shall be: (a) personally delivered (including delivery by courier); (b) delivered by Federal Express or comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested, with postage prepaid. All notices and other communications shall be deemed to have been duly given on (i) the date of actual receipt of the same or (ii) the date of attempted delivery if delivery is refused.

11. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Astrid 10, the Other Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

12. No Oral Amendments. This Agreement and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of any of Lender, the Other Obligors or GUARANTOR, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

14. Entire Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

15. Miscellaneous. Each of the Obligations, and the security for each of them, shall be separately enforceable according to their respective terms. The Lender may institute separate proceedings with respect to any or all of the Loan Documentation, in such order and at such times as the Lender may elect. The pendency of any proceedings with respect to any or all of the Loan Documentation shall not be grounds for abatement or for hindering, delaying or preventing any proceedings with respect to any other of the Loan Documentation. The institution of proceedings under some of, but not under all of, the Loan Documentation shall not be construed as a splitting of a cause or action by the Lender.

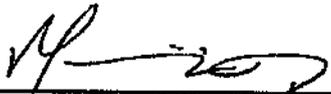
16. The inapplicability or unenforceability of any provision of this Agreement, or of any instrument executed and delivered pursuant hereto, shall not limit or impair the operation or validity of any other provision of this Agreement or of any other such instrument.

17. Construction. This Agreement shall be governed, construed and shall be enforced in accordance with the laws of the State of Florida.

18. LENDER, ASTRID 10, GUARANTOR AND THE OTHER OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN TO ASTRID 10.

IN WITNESS WHEREOF, this Cross Collateralization and Cross Default Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ASTRID 10 AND
ALL OTHER OBLIGORS AND
GUARANTOR:


Print Name: Vladimir G. Diaz

Print Name: _____

ASTRID 10:

ASTRID 10 LLC, a Florida limited liability
company

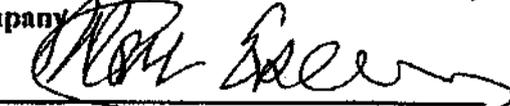
By: 
MARC EISENMANN, Manager

[OTHER OBLIGORS]

ASTRID 2 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

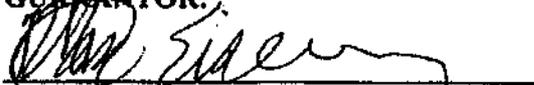
ASTRID 4 LLC, a Florida limited liability company

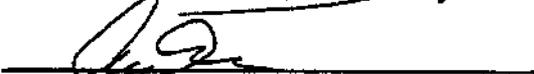
By: 
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

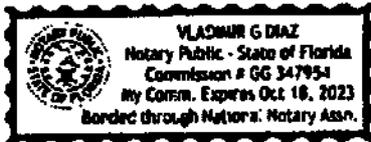
GUARANTOR:


MARC EISENMANN, Individually


ASTRID EISENMANN, Individually

STATE OF FLORIDA }
COUNTY OF Broward }

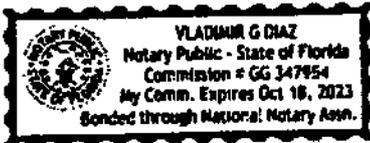
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

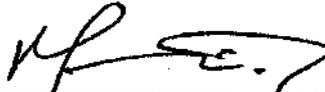



Print Name: Vladimir G. Diaz

STATE OF FLORIDA }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by ASTRID EISENMANN, Individually and as the Manager of all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.




Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
Serial Number (if any): GG347954
My commission expires: 10/18/23

[SEAL]

Luisa Zeldya
Print Name: Luisa Zeldya

PROFESSIONAL BANK

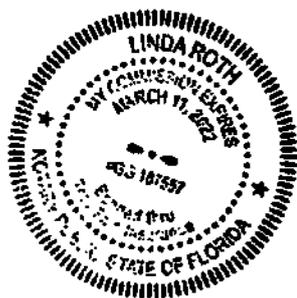
Pedro A. Lopez
Print Name: Pedro A. Lopez

By: Miriam Lopez
MIRIAM LOPEZ
Executive Vice President
Private Banking Group Leaser

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of January, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.



[SEAL]

Linda Roth
Notary Public, State of Florida
Print Name: Linda Roth
Serial Number if any: _____
My Commission Expires: 3/11/22

EXHIBIT "A"

The Astrid 2 Property

Lots 5 and 6, Block 13, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "B"

ASTRID 3 Property

Lots 8 and 9, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "C"
The ASTRID 4 Property

Lots 13, 14 and 15, in Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, Less portion of said lots for road R/W MPA 12-13 B, Less Addiitonal Portion of Lot 14 Block 10 for Rd R/W per Misc Map 8-197 as shown

EXHIBIT "D"

THE ASTRID 5 PROPERTY

Lot 13, in Block 7, excepting the South 7' feet thereof in HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, LESS the Westerly 12.81 feet sold to the State of Florida, State Road Department.

and

Lots 14, 15 and 16, less the Westerly 12.81 feet of Lots 14 and 15, in Block 7, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "E"

The Astrid 10 Property

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

AMENDMENT TO CROSS COLLATERALIZATION AND CROSS-DEFAULT
AGREEMENTS AND SPREADING AGREEMENT

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT (the "Amendment") is made and entered into this 17th day of August, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of \$1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note").

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Instrument No. 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114601366 of the Public Records of

Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described therein (the "Original Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of \$1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of \$ 993,919.97 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of \$1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of \$1,626,951.72 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Instrument No. 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Instrument No. 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of \$1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5

Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of \$1,734,463.37 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, on January 25, 2022, Lender extended certain loans and extensions to ASTRID 10 in the original principal amount of \$6,105,000.00 (the "Astrid 10 Loan"), which Astrid 10 Loan bears Loan No. 1210229-3 was evidenced by ASTRID 10's execution of a promissory note of even date therewith in said amount (the "Astrid 10 Note").with current outstanding principal balance of \$6,033,685.24 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 10 Loan, Astrid 10 executed and delivered in favor of Lender, a Mortgage recorded under Instrument No. 117904086 of the Public Records of Broward County, Florida (the "Astrid 10 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 117904087 of the Public Records of Broward County, Florida (the "Astrid 10 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 117904088 of the Public Records of Broward County, Florida and under File Number 202200389211 with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 10 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 118254657 of the Public Records of Broward County, Florida (the "Third Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan, Astrid 5 Loan and the Astrid 10 Loan.

WHEREAS, Astrid 2 requested that Lender release the lien of the Astrid 2 Mortgage, Astrid

2 Assignment and Astrid 2 Financing Statements from the Original Astrid 2 Property to facilitate Astrid 2's sale of the Original Astrid 2 Property. Astrid 2 has agreed to provide Lender with substitute collateral to secure payment of the Astrid 2 Loan (the "Substitute Collateral").

WHEREAAS, and in connection therewith, Astrid 2 has executed and delivered in favor of Lender a Mortgage and Security Agreement, Collateral Assignment of Leases, Rents and Profits and UCC-1 Financing Statements Spreading Agreement (the "Spreading Agreement"), which Spreading Agreement shall spread the lien of the Astrid 2 Mortgage, Astrid 2 Assignment and Astrid 2 Financing Statements to encumber the real property acquired by Astrid 2 and more particularly described on Exhibit "A" attached hereto and made a part hereof and the personal property located thereon (the "Astrid 2 Substitute Property"), which is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida.

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, the Astrid 5 Loan and the Astrid 10 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note, Astrid 4 Note, the Astrid 5 Note and the Astrid 10 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, as modified, the Astrid 3 Mortgage, Astrid 4 Mortgage, the Astrid 5 Mortgage and the Astrid 10 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, the Astrid 5 Financing Statements and the Astrid 10 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The First Cross Collateralization and Cross Default Agreement, the Second Cross Collateralization and Cross Default Agreement, and the Third Cross Collateralization and Cross Default Agreement shall hereinafter be collectively referred to as the "Existing Cross Collateralization and Cross Default Agreements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the Existing Cross Collateralization and Cross Default Agreements, and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, Astrid 5 and Astrid 10 shall hereinafter be collectively referred to as the "Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans (the "Guaranties").

WHEREAS, it is the parties' intentions that the Existing Loans shall continue to be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the requested releases and substitution of collateral, unless and until the parties hereto enter into and execute this Agreement in order to amend the terms of the Existing Agreements and to confirm the continued cross collateralization and cross default of the Existing Loans.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby

agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.

2. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to delete the Original Astrid 2 Property on Exhibit "A" of the Existing Cross Collateralization and Cross Default Agreements.

3. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to include the Astrid 2 Substitute Property, more particularly described on Exhibit "A" attached hereto and made a part hereof.

4. The parties hereby covenant and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby, amended and spread to encumber the Astrid 2 Substitute Property, with the same force and effect as if said Additional Property were originally delineated in said Existing Cross Collateralization and Cross Default Agreements and that all of the terms, covenants and conditions of said Existing Cross Collateralization and Cross Default Agreements shall apply to the Astrid 2 Substitute Property. Any reference in the Existing Cross Collateralization and Cross Default Agreements shall be deemed to apply to the Astrid 2 Substitute Property.

5.. This Amendment shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

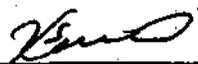
6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

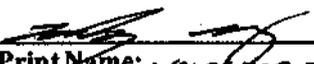
7. This Amendment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

8. LENDER, GUARANTOR AND THE OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE REQUESTED RELEASES AND MODIFICATIONS.

IN WITNESS WHEREOF, this Amendment to Cross Collateralization and Cross Default Agreements and Spreading Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ALL OBLIGORS AND GUARANTOR:


Print Name: Norma Sebana

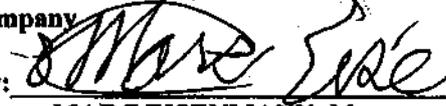

Print Name: Michaela Susant

[OBLIGORS]:

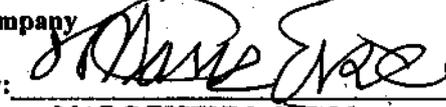
ASTRID 2 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 4 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

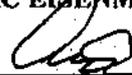
By: 
MARC EISENMANN, Manager

ASTRID 10 LLC, a Florida limited liability
company

By: 
MARC EISENMANN, Manager

GUARANTOR:

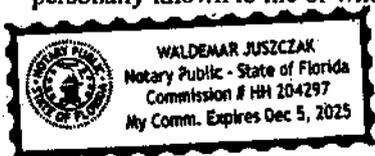
MARC EISENMANN, Individually


ASTRID EISENMANN, Individually

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

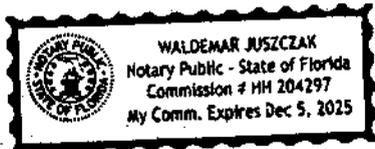


[Signature]
Print Name: WALDEMAR JUSZCZAK

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by ASTRID EISENMANN, Individually, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.



[Signature]
Print Name: WALDEMAR JUSZCZAK
Title or Rank: NOTARY PUBLIC
Serial Number (if any): HH204297
My commission expires: 12.5.25

[SEAL]

D
Print Name: Patricia Diez-Argelles

PROFESSIONAL BANK

By: [Signature]
MIRIAM LOPEZ,
Executive Vice President
Private Banking Group Leader

Anahy Galmes
Print Name: [Signature]

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.

[Signature]
Notary Public, State of Florida
Print Name: Anahy Galmes
Serial Number if any: _____
My Commission Expires: August 18, 2025

[SEAL]



ANAHY GALMES
Commission # 181151125
Expires August 18, 2025
Resisted This Budget History Surveys

EXHIBIT "A"

The Astrid 2 Substitute Property

Lot 12, Block 9, less the Westerly 12.80 feet of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

HOLLYWOOD BEACH, FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South of Range forty two (42) East, as shown on plan, starting from the SW corner of Section twelve (12); run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.C. & T. Co. Canal; thence run northerly upon and along the East bank of the F.C.C. & T. Co. Canal two thousand seven hundred and two (2702) feet to a point on the half section line of Section twelve (12); thence run easterly upon and along half section line of Section twelve (12) six hundred twelve and forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred sixty six and twenty five hundredths (2666.25) feet to a point on the South line of Section twelve (12); thence run westerly upon and along the South section line of Section twelve (12) seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.C. & T. Co. Canal.

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

By *Frank Chubb*, Engineer
License No. 672

State of Florida } ss.
Broward County

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

Home Seeker's Realty Company

By *Joseph W. Young*, President
Attest *Lillian Allen*, Secretary

State of Florida } ss.
County of Duval

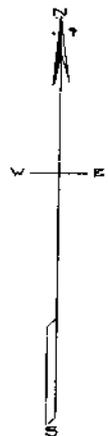
Mary M. ... a Notary Public in and for said County and State do hereby certify that on the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of Home Seeker's Realty Company a Corporation organized and existing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

Witness my hand and Notarial Seal at Miami in said County of Duval
this 22nd day of February, A. D. 1923.

My Commission expires on the 1st day of July, 1924.
Frank B. ...
Notary Public

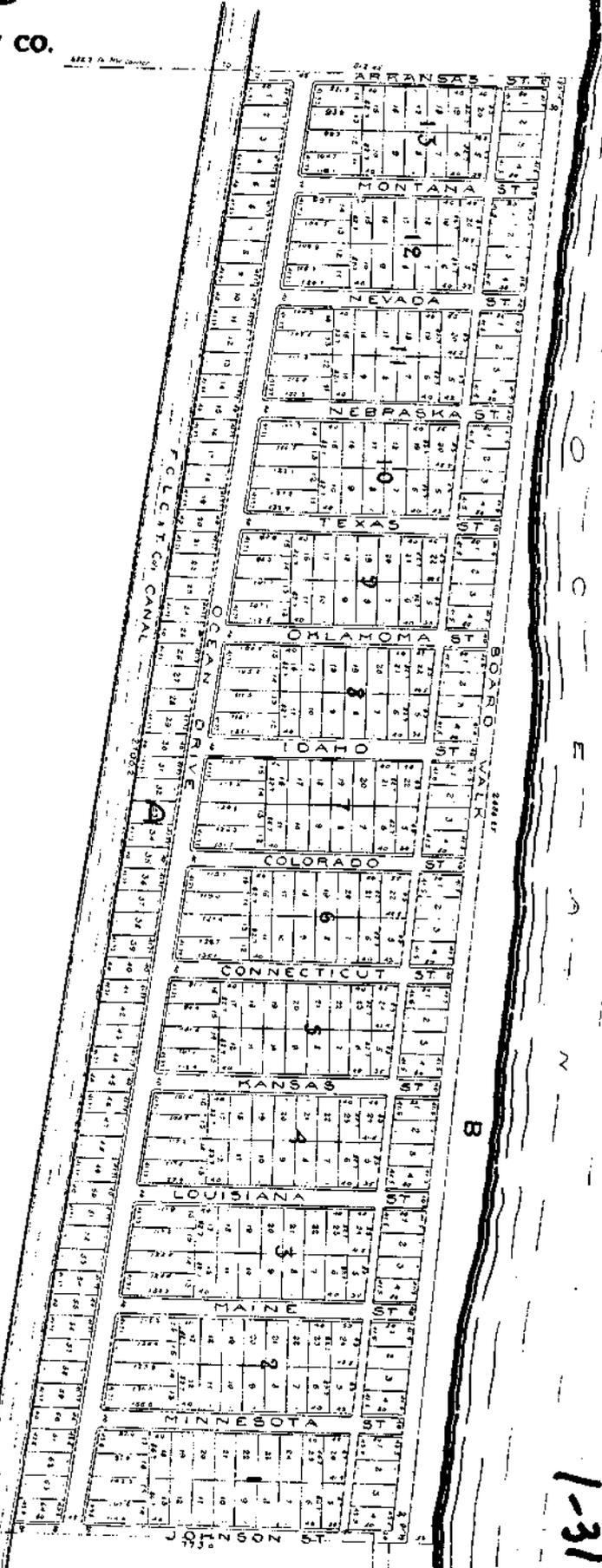


IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Miami, Florida, this 22nd day of February, 1923.



1923

91
51
1923
M. B. ...
M. B. ...
M. B. ...
M. B. ...



1-31

78- 76150

ORDINANCE NO. 0-72-39

CERTIFICATION
I certify this to be a true and correct copy
of the record in my office
WITNESSED by my hand and official seal of
the City of Hollywood, Florida, this the

23 day of March, 1978
[Signature]
City Clerk

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

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

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

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

- (1) From RC-18 Multiple Family Dwelling District to R-6A:
 - (a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (2) From RC-42 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.
- (3) From RC-44 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (4) From RC-46 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
 - (b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:28

RE 7489 REC 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROSSIGNOL, REYNICK,
SCHWEDEN & MASER, P.A.
P. O. BOX 695
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WENZ

281

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

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

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

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

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

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

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

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

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

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- (7) From RC-51 Multiple Family Dwelling District to R-6A:
(a) Blocks 1 to 13, inclusive, of Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
- (8) From RC-52, Special Multiple Family Dwelling District to R-6A:
(a) Block 14, Beverly Beach as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.
(b) Lots 1 to 5, and Lots 10, 11, 12, Block 1, and the extension thereof to Ocean Drive.
- (9) From RC-53 Multiple Family Dwelling District to R-6A:
(a) Lots 6, 7, 8, and 9, Block 1, and Lots 1 to 10, Block 2, Seminole Beach Amended, as recorded in Plat Book 1, at Page 15 of the public records of Broward County, Florida.
(b) The east 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, together with a 20 foot easement lying east of Atlantic Boulevard, bounded on the north by Lot 9 of Block 1, and bounded on the south by Lot 1, of Block 2, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15 of the public records in and for Broward County, Florida.
- (10) From RC-55 Multiple Family Dwelling District to R-6A:
(a) Lots 3 to 16, and Lot 19, Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.
- (11) From RC-57 Multiple Family Dwelling District to R-6A:
(a) Lots 6 to 33, inclusive, Block 15, Beverly Beach, as recorded in Plat Book 22, at Page 13 of the public records of Broward County, Florida.

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

- (1) From BAA-49 Business District to B-1A:
(a) Lot 1 to 9, inclusive, Block B; Lot 12 to 64, inclusive, Block A; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 1; Lots 1 to 4, inclusive, and Lots 15 to 18, inclusive, Block 2; Lots 1 to 4,

REF 7489 REG302

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

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

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

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

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

(a) Blocks 174 and 175, the South Half (S $\frac{1}{2}$) of Lot 3 and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

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

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

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

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

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

RE 7489 RE393

All that parcel of land lying in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter, (NE $\frac{1}{4}$) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one foot, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Leach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

RE 7489 REC 304

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway 1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East to the point of beginning.

RE 7489
PAGE 395

(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) From BB-68 Business District to B-1A:

All that parcel of land lying in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run S4°-45'-23"W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S4°-45'-23"W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intra-coastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run north-easterly along the east right-of-way line of the said Intra-coastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Commence at the Northeast corner of said Section 26; thence run S86°-56'-53"W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway A1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

RE 7489 ME 396

Broward County, Florida; thence run S40°-45'-23"W along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue S40°-45'-23"W along the previously described course for a distance of 300.67 feet to a point lying on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of 90°-00'-00" to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BD-2 Business District to B-1A:

All that part of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. 1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road 1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road 1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

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being the same parcel of land described as Blocks E and F of a survey of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. 1A to the East right of way of the Intra-coastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of

February, 1972.

PASSED AND ADOPTED on second reading this 1 day of

March, 1972.

ATTEST:

Jan M. Hill
CITY CLERK

David R. Keating
MAYOR

This Instrument Prepared By:
S. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
JOLLYWOOD, FLORIDA 33022

EE 7489 me398

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

82-229448

THIS INSTRUMENT PREPARED BY:
MICHAEL MARDER, ESQ.
GREENSPOON & MARDER, P.A.
12551 Northeast Ninth Avenue
North Miami, Florida 33161

will call
DEC 30 1 33 PM '82

DECLARATION OF CONDOMINIUM

ESTABLISHING

NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM

SUBMISSION STATEMENT

Neptune Hollywood Beach Club, Inc., a Florida corporation, hereinafter referred to as the "Developer", or itself, its successors, grantees and assigns, being the owner of the fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the Statutes of the State of Florida, hereinafter referred to as the "Condominium Act", the provisions of which are incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.01 The name of the Condominium is NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM.

1.02 The name of the Unit Owners' Association is NEPTUNE HOLLYWOOD BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association".

II. Land

The land comprising this Condominium is described on Exhibit "A", Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" or "Apartment" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.02 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Unit.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means the corporate entity responsible for the operation of the Condominium.

REC 10370pg 708

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CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SKYLAKE STATE BANK is the owner and holder of a Mortgage encumbering the real property which is being submitted for Condominium ownership; and,

WHEREAS, NEPTUNE HOLLYWOOD BEACH CLUB, INC., a Florida corporation, the owner of the property encumbered by said Mortgage and the Developer of that certain Condominium known as NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, has requested said Mortgagee to consent to the recordation of that certain Declaration of Condominium establishing NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, on all or a portion of the encumbered property.

NOW, THEREFORE, in consideration of these premises and other valuable considerations, SKYLAKE STATE BANK, does hereby consent to the Declaration of Condominium establishing NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM, to which this Consent of Mortgagee is attached, in accordance with Section 718.104(3), Florida Statutes.

IN WITNESS WHEREOF, SKYLAKE STATE BANK has caused these presents to be executed in its name by an authorized officer this 22nd day of July, 1982.

Signed, Sealed and Delivered
in the Presence of:

SKYLAKE STATE BANK

[Handwritten signature]
[Handwritten signature]

BY: Richard J. Guenther
Richard J. Guenther Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared RICHARD J. GUENTHER, as Vice President of SKYLAKE STATE BANK, a corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 22 day of July, 1982.

[Handwritten signature]
Notary Public, State of FLORIDA

My commission expires:

July 22, 1984

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR



REC 10370pg 789

PREPARED BY AND RETURN TO:
MARK B. SCHORR, ESQ.
800 S.E. 3rd Ave., Suite 300
Fort Lauderdale, FL 33316

CONDITIONAL PLAN OF TERMINATION
NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM

WHEREAS by a Declaration of Condominium dated February 17, 1982, and recorded in the Public Records of Broward County on August 30, 1982 at Official Records Book 10370, Page 708 ("Declaration"), submitting the land described on Exhibit "A" ("Condominium") hereto to the condominium form of ownership; and

WHEREAS Neptune Hollywood Beach Club Condominium Association, Inc. ("Association") is the Condominium Association for the Condominium; and

WHEREAS Association desires to terminate the condominium and sell the property to a third party; and

WHEREAS the Declaration, by Amendment dated January 10, 2006 and recorded January 30, 2006 at Official Records Book 41362, Page 359 of the Public Records of Broward County, Florida, allows termination of the Condominium by the affirmative vote of 51% of the unit owners, at a duly called meeting of the membership of the Association, called for the purpose of approving a plan of termination; and

WHEREAS Sections 718.112(2)(d)5. and 617.0701(4)(a) allow for unit owners to take action by written consent in lieu of a meeting; and

WHEREAS Section 718.117(11)(b), Florida Statutes, allows for termination of a condominium on condition; and

WHEREAS the Association has signed a contract for the sale of the condominium property for \$7,200,000.00;

NOW, THEREFORE, Association, joined by a majority of the unit owners of the condominium adopts this conditional plan of termination of the Condominium ("Plan"):

1. The termination trustee, as described by Section 718.117,

440

**JOINER IN AND CONSENT TO CONDITIONAL PLAN OF TERMINATION OF
NEPTUNE HOLLYWOOD BEACH CLUB, A CONDOMINIUM**

The undersigned unit owner of Unit(s): Week(s)

211 45

of Neptune Hollywood Beach Club, A Condominium, being either the sole owner, the owner jointly with his/her spouse, or the designated voting member for hereby consents and joins in the Conditional Plan of Termination, a copy of which was sent to me under cover of a letter dated March 18, 2013.

T Miller
Witness

TONY MILLER
(Print Name)

Winsam Watson 3/20/2013
Signature

WINSAM WATSON
(Print Name)

Steve A Clarke
Witness

Steve A. CLARKE
(Print Name)

Watson

Prepared by:
MARK B. SCHORR
800 SE 3rd Avenue, Suite 300
Fort Lauderdale, FL 33316

**CERTIFICATE OF CONDITIONAL PLAN OF TERMINATION
BECOMING FINAL**

WHEREAS a Conditional Plan of Termination ("Conditional Plan") dated April 24, 2013, was recorded in the Public Records of Broward County, Florida on May 31, 2013 at Official Records Book 49843, Page 1816; and

WHEREAS the Conditional Plan provided for the termination of Neptune Hollywood Beach Club, a condominium ("Condominium"), on the real property located in Broward County, Florida, described on Exhibit "A" hereto; and

WHEREAS the Conditional Plan provided for the termination of the Condominium conditioned on the closing and funding of a sale of the condominium property, described on Exhibit "A;" and

WHEREAS the closing anticipated in the Conditional Plan has been completed, and the condominium property conveyed to VVG Real Estate Investments, LLC.

(THIS SPACE INTENTIONALLY LEFT BLANK)

NOW, THEREFORE, Neptune Hollywood Beach Club Condominium Association, Inc., certifies that the conditions set forth in the Conditional Plan have been satisfied and the termination of the Condominium is complete and final.

Dated this 28th day of October, 2013.

WITNESSES:

NEPTUNE HOLLYWOOD BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.

Joe Schneider
(print name)

By: [Signature]
President

[Signature]
Dina Nerdinsky
(print name)

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this 28th day of October, 2013, by Barbara Sampson the President of Neptune Hollywood Beach Club Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
Dina Nerdinsky
Commission # EE112834
Expires: JULY 17, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

86 DEC 26 PM 12 22

OFF 14022 PAGE 900

Per County Clerk (initial) **DEC 9 1986**
Division of *Planning*
Return to *Planning*

RETURN TO FRONT RECORDING

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-20 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D. 1986
F. S. JOHNSON, County Administrator
By [Signature] D.C.

RD:ed
CLS-1
6/19/86
PC# 101
#86-401.41

SE 6th AVE.

DANIA

SHERIDAN ST.

TAFT ST.

JOHNSON ST.

HOLLYWOOD

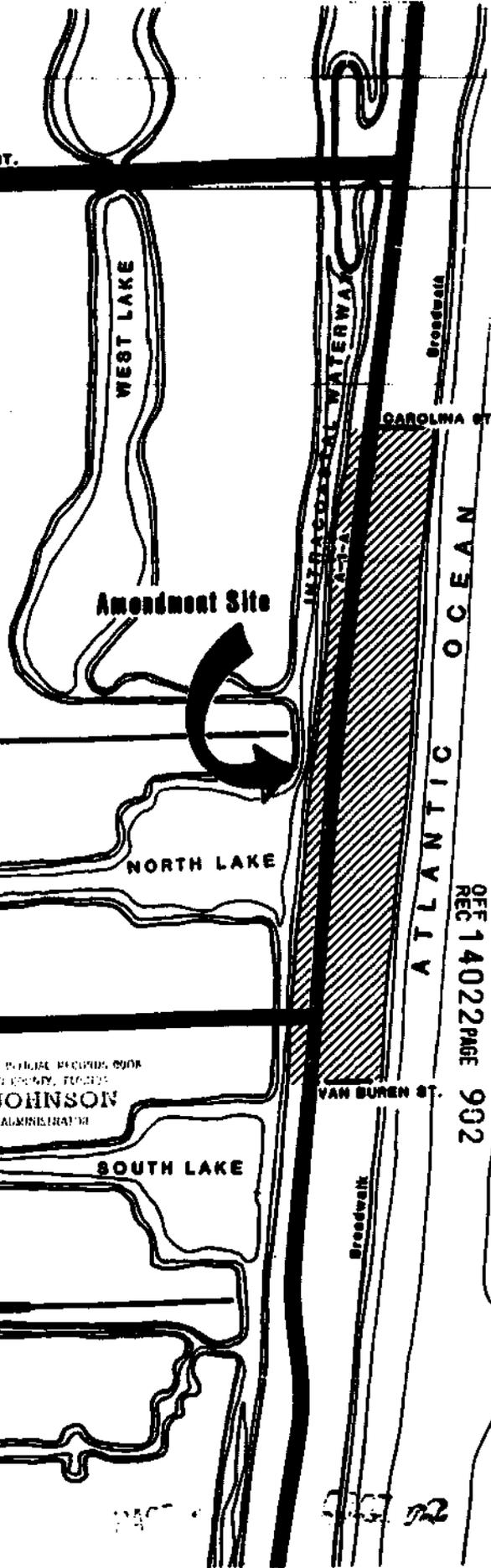
HOLLYWOOD BLVD.


NORTH
1"=2000'
EXHIBIT "A"
Planning Council #101

USE OF THE PUBLIC RECORDS BOOK
BY THE CITY ENGINEER, F. T. JOHNSON
COUNTY ADMINISTRATOR

WASHINGTON ST.

DIPLOMAT PRVY.



CAROLINA ST.

N 3 0 0

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REC 14022 PAGE 902

VAN BUREN ST.

Broadway

72

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

Handwritten notes on the left margin, including "11/11/86" and "11/11/86".

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AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

DEC 26 PM 12 22

OFF 14066 PAGE 945
REC 87 JAN 9 AM 10:10

OFF 14022 PAGE 990

DEC 9 1986
Division of Planning
Return to [Signature]

13 00

RETURN TO FRONT RECORDING

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January, A.D., 1987
F. T. JOHNSON, County Administrator
By: Phyllis S. [Signature] D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

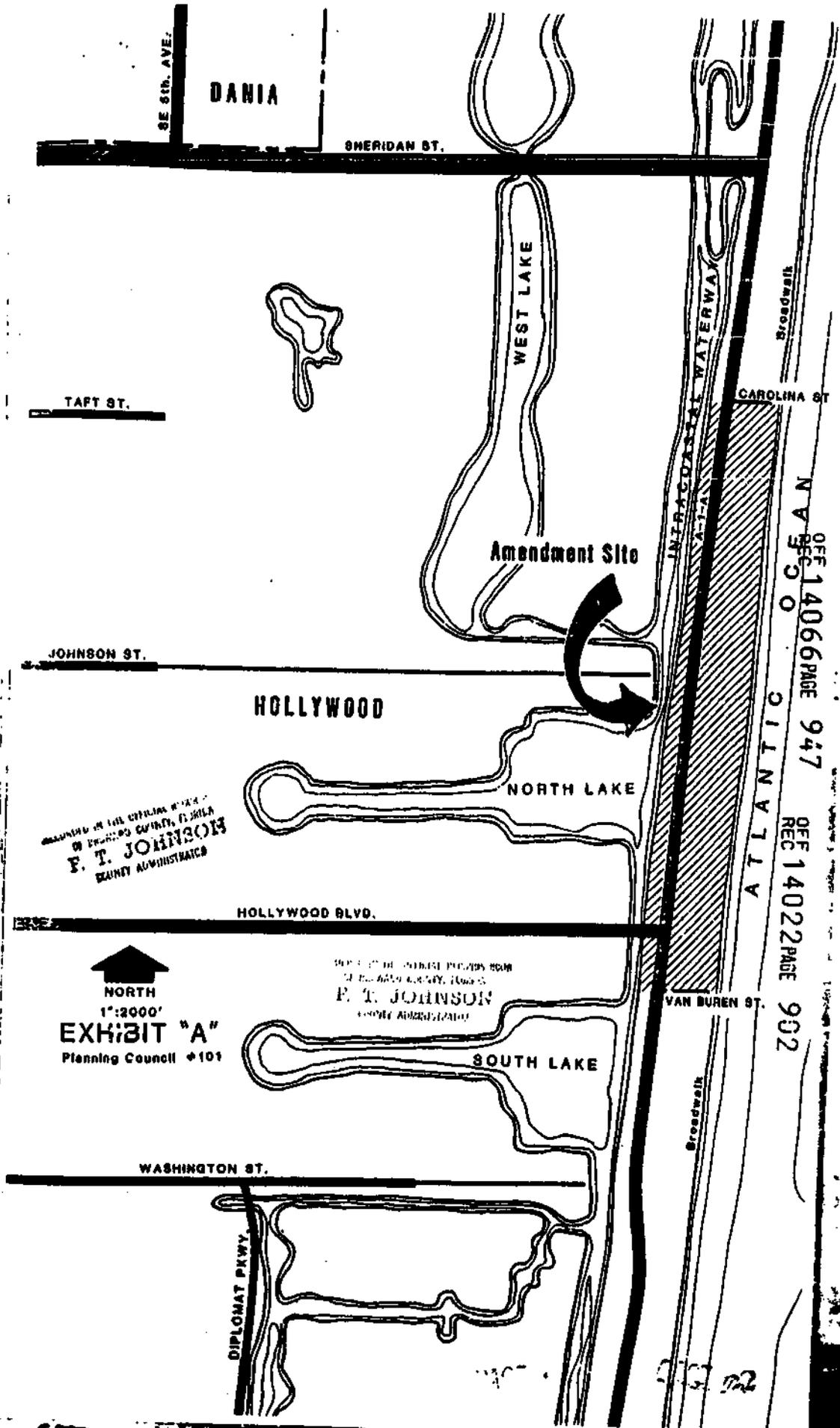
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December, A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis S. [Signature] D.C.

RD:ed
CLS-1
6/19/86
PC# 101
#86-401.41

REF 14066 PAGE 946

REF 14022 PAGE 901



APPROVED IN THE OFFICE OF THE
 COUNTY ADMINISTRATOR
F. T. JOHNSON
 COUNTY ADMINISTRATOR

NORTH
 1"=2000'
EXHIBIT "A"
 Planning Council #101

OFFICE OF THE COUNTY PLANNING BOARD
 OF DADE COUNTY, FLORIDA
F. T. JOHNSON
 COUNTY ADMINISTRATOR

OFF 14066 PAGE 947
 REC 14022 PAGE 902
 N A 5 3 0

Broadway

VAN BUREN ST.

CAROLINA ST

Broadway

SHERIDAN ST.

TAFT ST.

JOHNSON ST.

HOLLYWOOD

NORTH LAKE

SOUTH LAKE

WASHINGTON ST.

DIPLOMAT PKWY.

WEST LAKE

INTRACITY WATERWAY

DANIA

SE 8th AVE.



This instrument prepared by:
 Anitra D. Lanczi, Assistant County Attorney
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7600

INSTR # 101597992
OR BK 32599 PG 1510
 RECORDED 01/09/2002 02:42 PM
 COMMISSION
 BROWARD COUNTY
 DOC STMP-D 0.70
 DEPUTY CLERK 1922

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 CITY OF HOLLYWOOD
 P O BOX 2207
 HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B
LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: November 7, 20⁰¹

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D Andrea
Witness signature
Marion Grinke
Witness signature

Mara Giuliani
Mara Giuliani, Mayor
JANET D'ANDREA
Witness print name
MARION GRINKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced — as identification.

My Commission Expires:



(Seal)
Michele Anzalone
Signature of Notary Public
Michele Anzalone
(Typed or printed name)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.
BY: D L Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- HOLLYWOOD CENTRAL BEACH, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7888, Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- HOLLYWOOD BEACH SECOND ADDITION, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7886, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- HOLLYWOOD BEACH FIRST ADDITION, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- HOLLYWOOD BEACH, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- ATLANTIC SHORES NORTH BEACH SECTION, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East. Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-BEVERLY BEACH, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- AMENDED PLAT OF SEMINOLE BEACH, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. - RIGHTS-OF-WAYS

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street

Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved and 11/21/02 #119

Submitted by Planning Council

RETURN TO DOCUMENT CONTROL

5

1 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward
2 County Comprehensive Plan; complies with the requirements of the Local Government
3 Comprehensive Planning and Land Development Regulation Act; and is in the best interests
4 of the health, safety and welfare of the residents of Broward County; and

5 WHEREAS, the proposed amendment constitutes an amendment as part of Broward
6 County's permitted second annual amendments to the Plan for 2002;

7 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
8 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

9 Section 1. The 1989 Broward County Land Use Plan is hereby amended by
10 Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of
11 the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit
12 A, attached hereto and incorporated herein.

13 Section 2. SEVERABILITY.

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
15 unconstitutional by any court of competent jurisdiction, then said holding shall in no way
16 affect the validity of the remaining portions of this ordinance.

17 Section 3. EFFECTIVE DATE.

- 18 1. The effective date of the plan amendment set forth in this ordinance shall be:
- 19 (a) The date a final order is issued by the Department of Community Affairs
20 finding the amendment to be in compliance in accordance with Section
21 163.3184.
- 22 (b) The date a final order is issued by the Administration Commission finding the
23 amendment to be in compliance in accordance with Section 163.3184. The
24 Department's notice of intent to find a plan amendment in compliance shall be

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deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

FILED WITH THE DEPARTMENT OF STATE November 18, 2002

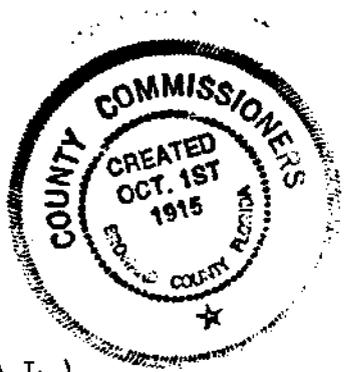
EFFECTIVE November 18, 2002

SLC#1
11/13/2
#02-401.32
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STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Blasindo T. Aragon
Deputy Clerk

(S E A L)

21

MDU BROADBAND SERVICES AGREEMENT

GRANT OF EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

AT&T Broadband
Attention: Commercial Accounts Director
900 South Dixie Highway
Hallandale, Florida 33009

THIS GRANT OF EASEMENT ("Easement"), dated December 1, 2002, is made pursuant to that certain MDU Broadband Services Agreement dated 1st day of December, 2002, by Neptune Hollywood Beach Club, Inc. ("GRANTOR"), the fee owner of certain real property located in Broward County, Florida, and commonly known as Neptune Hollywood Beach Club, and located at 2012 North Surf Road, Hollywood, Florida, 33019 (the "Premises"), the legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth, to TCI TKR OF HOLLYWOOD, INC., a Delaware corporation with offices located at 900 South Dixie Highway, Hallandale, Florida, 33009, ("GRANTEE") for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged.

A. GRANT OF EASEMENT AND ACCESS RIGHTS. GRANTOR, on behalf of itself, its successors and assigns, hereby grants and conveys to GRANTEE, its successors and assigns, a non-exclusive Easement in gross on, over, under, within, and through the Premises (both land and improvements) as necessary or desirable for: (i) the routing and installation of, in accordance with mutually approved plans, the Facilities (as defined in the MDU Broadband Service Agreement), (ii) the maintenance, service, use, removal and operation of such Facilities, and (iii) the marketing and provision of the Services to the Residents of the Premises, together with rights of access, ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. In addition, GRANTEE shall have the right to construct and install (in accordance with the Plans as set forth below) and use any cabling, wiring, (including home-run cable wiring and telephony inside wiring), power supplies, risers, conduits, distribution wiring and facilities, cross-connect facilities and/or distribution frames, and any rights of way and entrance facilities within and into the Premises and all buildings thereon, as necessary or useful, or which may become necessary or useful, for the provision of Services to the Residents, whether owned, installed, controlled or maintained by GRANTEE or not. GRANTOR hereby also grants GRANTEE the right to install on the roof of any building on the Premises an antenna or other equipment, as necessary or desirable for the provision of Services to the Residents, together with any wiring or cabling from the antenna to the rest of the Facilities. GRANTOR agrees that GRANTEE may from time to time enter into various agreements or arrangements with its approved assignees, designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by GRANTOR pursuant to this Section will extend to such Agents. GRANTOR will provide GRANTEE's employees and Agents access to necessary portions of the Premises not readily accessible upon reasonable notice to perform installation and maintenance functions. In the event of an outage or other emergency, GRANTOR will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that GRANTEE may perform emergency repairs. GRANTEE will be allowed access to a residential unit by GRANTOR only with the Resident present. The Easement hereby granted, and the covenants and agreements provided herein, shall run with the land and the burden upon the applicable Premises shall bind GRANTOR, and each and every subsequent owner thereof, for the Term of this Agreement.

B. TERM OF EASEMENT. This easement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of five (5) years. Thereafter, this easement shall be automatically renewed for consecutive terms of two (2) years each, unless otherwise terminated by the parties as set forth in the Agreement. The notice of termination of the easement will be deemed to have been properly given, served and received only as follows: (i) if delivered by messenger, when delivered (ii) if delivered by a reputable overnight express courier, freight prepaid, when delivered or (iii) if mailed by deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, when received or refused.

C. WARRANTIES. GRANTOR and the individual(s) signing for GRANTOR, represents and warrants that he/she/it has full power and authority to execute this Grant of Easement, and that any and all necessary corporate and/or partnership action authorizing same has been taken.

EXECUTED on this 21 day of December, 2002

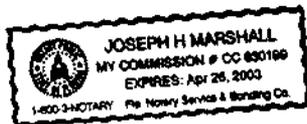
Grantor:
By: Robert Guckman
Name: Robert Guckman
Title: Manager
(Print or type)

STATE OF Florida
COUNTY OF Broward } ss.

On this 21 day of December, 2002, before me personally appeared Robert Guckman to me personally known, who being duly sworn, did say that he signed the foregoing instrument and that said instrument was signed and sealed on behalf of Neptune Hollywood Beach Club in his/her capacity as Manager and acknowledged said instrument to be the free act and deed of

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

(SEAL)



Notary Public: Joseph H. Marshall

My Commission Expires:

WITNESS Amber Eldridge 11-22-02 DATE

WITNESS [Signature] DATE 11/22/02

(2)

EXHIBIT A

To
MDU Service Agreement
dated
December 1, 2002
between
Neptune Hollywood Beach Club, Inc.
and
TCTKR OF HOLLYWOOD, INC., a Delaware corporation

Legal Description

Neptune Hollywood Beach Club, Inc.
2012 North Surf Road
Hollywood, Florida 33019
Property FEI ID # 592202682

**CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 06-H-108

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, DIRECTING THE OFFICE OF PLANNING TO PREPARE A DESIGNATION REPORT FOR A LOCAL HISTORIC PRESERVATION OVERLAY DISTRICT GENERALLY LOCATED FROM THE NORTH SIDE OF SHERMAN STREET TO THE NORTH SIDE OF JEFFERSON STREET, EAST OF SURF ROAD, INCLUDING THE BROADWALK AND THE HOLLYWOOD BEACH HOTEL AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board (the Board), among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, requests for designation of a Local Historic Preservation Overlay District may be made by the City Manager, pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the City Manager, as Applicant (File Number 05-H-108), requests the designation of a Local Historic Preservation Overlay District generally located from the North side of Sherman Street to the North side of Jefferson Street, East of Surf Road, including the Broadwalk and the Hollywood Beach Hotel as more specifically outlined in Exhibit "A"; and

WHEREAS, after a majority vote, the Board directed the Office of Planning to prepare a Designation Report for consideration by the Board; and

WHEREAS, the Board has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

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(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-108)

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the property, and recommend Evaluation used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated area pursuant to Section 5.6.D.3 of the City of Hollywood Zoning and Land Development Regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the Office of Planning to prepare a Designation Report for consideration by the Board of the Local Historic Preservation Overlay District generally located from the North side of Sherman Street to the North side of Jefferson Street, East of Surf Road, including the Broadwalk and the Hollywood Beach Hotel.

Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

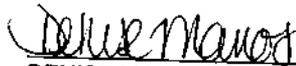
PASSED AND ADOPTED THIS 18TH DAY OF DECEMBER, 2006.

RENDERED THIS THE 10 DAY OF Jan, 2007.



LOUIS FRIEND, VICE-CHAIR

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only



DENISE MANOS,
BOARD ATTORNEY

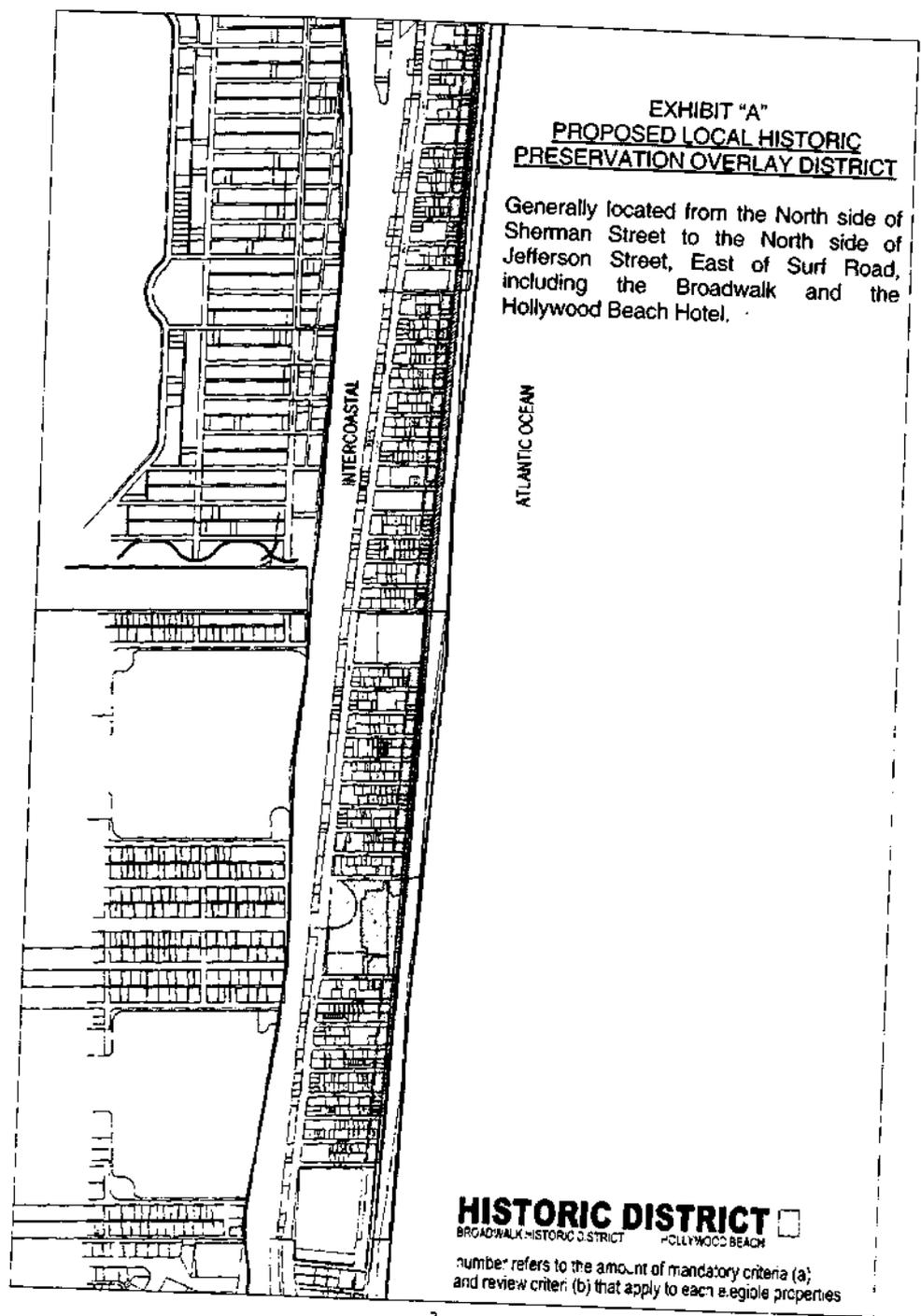


EXHIBIT "A"
PROPOSED LOCAL HISTORIC
PRESERVATION OVERLAY DISTRICT

Generally located from the North side of Sherman Street to the North side of Jefferson Street, East of Surf Road, including the Broadwalk and the Hollywood Beach Hotel.

ATLANTIC OCEAN

INTERCOASTAL

HISTORIC DISTRICT □

BROADWALK HISTORIC DISTRICT HOLLYWOOD BEACH

number refers to the amount of mandatory criteria (a); and review criteria (b) that apply to each eligible properties

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**CITY OF HOLLYWOOD
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 06-H-108

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, RECOMMENDING A PROPOSED DESIGNATION BE TRANSMITTED TO THE PLANNING AND ZONING BOARD FOR A LOCAL HISTORIC PRESERVATION OVERLAY DISTRICT ON HOLLYWOOD BEACH GENERALLY LOCATED FROM THE NORTH SIDE OF SHERMAN STREET TO THE NORTH SIDE OF JEFFERSON STREET AND EAST OF SURF ROAD, INCLUDING THE BROADWALK AND THE HOLLYWOOD BEACH HOTEL (GENERALLY LOCATED AT 101 NORTH OCEAN DRIVE) PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the City of Hollywood Historic Preservation Board, (the Board) among other things, preserves and conserves properties of historical, architectural and archeological merit in the City, and protects and encourages the revitalization of historic sites and districts which have special historic, architectural or archeological value to the public; and

WHEREAS, the Historic Preservation Board (the Board) has the authority to recommend the designation of areas, places, buildings, as individual sites, that are significant to the City's history, or possess an integrity of location, design, setting, material or workmanship pursuant to Section 5.6.C. of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, requests for designation of an individual Historic Site, District, or Multiple Property Resource Listing Overlay District may be made by the City Manager pursuant to Section 5.6.D.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, the Board reviewed the Preliminary Designation Report at its meeting on December 18, 2006, and directed staff to prepare a Final Designation Report for consideration; and

WHEREAS, the City Manager, as the Applicant, (File Number 06-H-108), requests the Historic Preservation Board forward the Final Designation Report for A Local Historic Preservation Overlay District on Hollywood Beach for the properties generally

Return to: Office of Planning
City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

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located from the north side of Sherman Street to the north side of Jefferson Street and east of Surf Road, including the Broadwalk and the Hollywood Beach Hotel (Generally located at 101 north Ocean Drive) to the Planning and Zoning Board with a recommendation of approval; and

WHEREAS, an advertised public hearing was held on May 29, 2007 to consider the Applicant's request; and

WHEREAS, the Designation Report shall describe the historic, architectural and/or historic archeological significance of the Local Historic Preservation Overlay District, and recommended Evaluation Guidelines to be used by the Board to evaluate the appropriateness and compatibility of the proposed developments affecting the designated area; and

WHEREAS, the Designation Report shall include an analysis of the proposed designation set forth in Section 5.6.D.3.a. based on the following criteria:

1. Integrity of location, design, setting, materials, workmanship, and association.

2. In addition to the above criteria, the designation of any individual site or district requires compliance with at least one of the following additional criteria as set forth in Section 5.6.D.3.b:

- a) Association with events that have made a significant contribution to the broad patterns of our history;
- b) Association with the lives of persons significant in our past;
- c) Embodiment of distinctive characteristics of a type, period, or method of construction;
- d) Possession of high artistic values;
- e) Representation of the work of a master;
- f) Representation of a significant and distinguishable entity whose components may lack individual distinction; and
- g) Yield, or likelihood of yielding information important in prehistory or history.

WHEREAS, the Board considered the criteria listed in Section 5.6.D.3, and found the Local Historic Preservation Overlay District to comply with the all applicable criteria; and

(HISTORIC PRESERVATION BOARD RESOLUTION NO. 06-H-108)

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby recommends the proposed designation be transmitted to the Planning and Zoning Board for consideration and action.

Section 2: That the Office of Planning is hereby directed to forward a copy of this resolution to the Planning and Zoning Board.

PASSED AND ADOPTED THIS 29th DAY OF MAY, 2007.


TERRY CANTRELL, CHAIR PRO TEM

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board, City of Hollywood, Florida only


DENISE MANOS,
BOARD ATTORNEY

Contract # 335

10
**RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY**

This Agreement made and entered into this 28 day of November, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and VVG REAL ESTATE INVESTMENTS LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 2711 South Ocean Drive #3605 Hollywood, FL 33019 ("Property Owner"), owner of the property located at 2012 N Surf Road, Hollywood, FL 33019 ("Property").

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

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

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

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

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

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

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

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

The Condo Association/Property Owner agrees to the following:

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

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

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

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by V. Gataullin, an authorized representative, this 29 day of November, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: [Signature]
Phyllis Lewis, Secretary

BY: [Signature]
Jorge Carnejo, Executive Director

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

[Signature]
Jeffrey P. Sheffel, General Counsel

VVG REAL ESTATE INVESTMENTS LLC

BY: [Signature]
Vadim Gataullin, Registered Agent

NOTARY

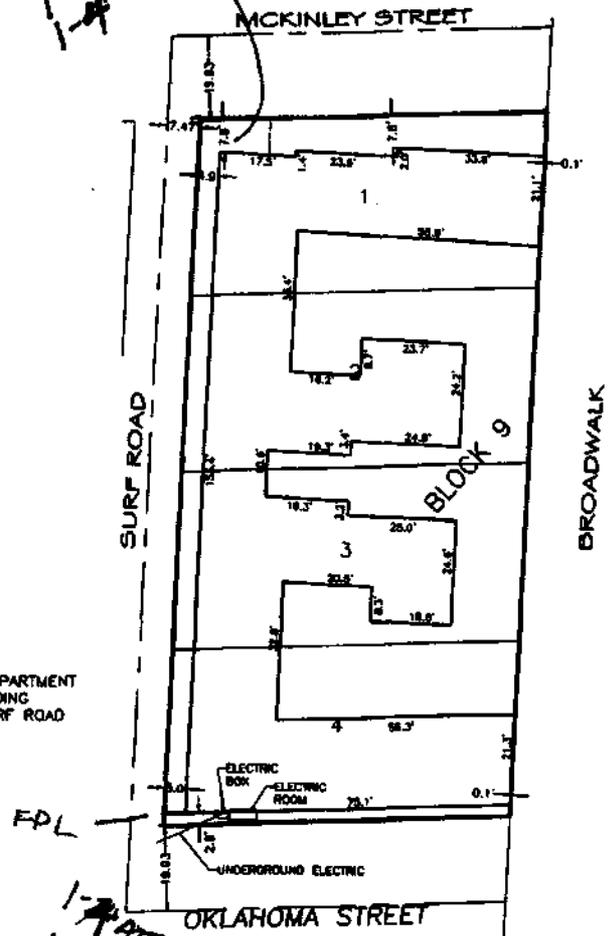
[Signature]
G. SHEVCHENKO
MY COMMISSION # EE 628704
EXPIRES: August 21, 2016
Bonded Three Dollar Notary Seal/Stamp

DESCRIPTION:

LOTS 1-4, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



*1-1" Contour
1-4" ATT*
*note *showe as per
ATT on CAD drawing (both show
4" contour)*



3 STORY APARTMENT BUILDING
2012 SURF ROAD

NOTES

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

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEALED COPY OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY
 JOHN F. GIBBS, INC. (NOTED ON SITE)
 2012 SURF ROAD, HOLLYWOOD, FL 33020
 DRAWN BY: CH. GIBBS, P.E. (NOTED ON SITE)

[Signature]
 STEPHEN K. SIBLEY, FOR THE FIRM
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
 2131 HOLLYWOOD BOULEVARD, SUITE 204
 HOLLYWOOD, FL 33020 (954) 923-7666
 LICENSED BUSINESS NO. 7016

5
Contract # 336

①
**RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY**

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

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

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

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

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The Condo Association/Property Owner agrees to the following:

③

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

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

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by V. Gataullin, an authorized representative, this 29 day of November, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: [Signature]
Phyllis Lewis, Secretary

BY: [Signature]
Jorge Camejo, Executive Director

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

[Signature]
Jeffrey P. Sheffel, General Counsel

VVG REAL ESTATE INVESTMENTS LLC

BY: [Signature]
Vadim Gataullin, Registered Agent

NOTARY

[Signature]
G. SHEVCHENKO
MY COMMISSION # EE-228704
EXPIRES: August 21, 2016
Bonded Three Budget Notary Services



NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102169
Street Address: 2115 N OCEAN DRIVE
County: Broward

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

Landmark Abstract Agency

As to the following described property to wit:

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida, LESS PORTION OF SAID LOTS FOR ROAD R/W PER R/W MAP 12-13, LESS ADDITIONAL PORTION OF LOT 14 BLOCK 10 FOR ROAD R/W PER MISC MAP 8-197 AS SHOWN.

Note: The legal description for the properties referenced in this search was obtained from the property appraiser (Folio 514212-01-1510) and should not be used. A survey must be obtained to determine the complete and accurate legal description.

LAST RECORD TITLE HOLDER: Astrid 4, LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 2 of 4

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

RIGHT-OF-WAY: See page 3 of 4

FOLIO NUMBER: 514212-01-1510

CURRENT TAXES: Taxes for the year 2022 show PAID.

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

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

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

CERTIFIED from February 20, 1923, through August 18, 2023, at 2:30 p.m.

BY: 
John G. Sanchez- Examiner



NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102169
Street Address: 2115 N OCEAN DRIVE
County: Broward

DEEDS & CONVEYANCES:

1. Warranty Deed from Te-Mar-Jo Motels, Inc., a corporation existing under the laws of the State of New Jersey, to John Bergamo and Santa Bergamo, his wife, dated December 1971, filed December 13, 1971, and recorded in Official Records Book 4705, Page 836.
2. Warranty Deed from John Bergamo and Santa Bergamo, husband and wife, to Gilles A. Grenier and Denise T. Grenier, husband and wife, dated September 27, 1978, filed October 23, 1978, and recorded in Official Records Book 7830, Page 972.
3. Quit-Claim Deed from Gilles A. Grenier and Denise T. Grenier, his wife, and Elizabeth Grenier, an unremarried widow, to Silver Spray Motel, Inc., dated June 14, 1993, filed June 29, 1993, and recorded in Official Records Book 20832, Page 846.
4. Warranty Deed from Silver Spray Motel, Inc., a Florida corporation, to Pawel Borowiec, a single man, dated September 5, 2001, filed September 18, 2001, and recorded in Official Records Book 32119, Page 1309.
5. Warranty Deed from Pawel Borowiec, a single man, to Agrugen LLC, a Florida Limited Liability Company, dated October 1, 2010, filed October 6, 2010, and recorded in Official Records Book 47426, Page 1507.
6. Warranty Deed from Agrugen LLC, a Florida Limited Liability Company, to Astrid 4, LLC, a Florida limited liability company, dated June 18, 2018, filed July 3, 2018, and recorded in Instrument # 115180975.

MORTGAGES AND OTHER ENCUMBRANCES:

1. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, between Astrid 4 LLC, a Florida limited liability company, and Marquis Bank, a Florida banking corporation, dated June 27, 2018, filed July 3, 2018, and recorded in Instrument # 115180976.
2. UCC Financing Statement Form, filed July 3, 2018, and recorded in Instrument # 115180978.
3. Cross-Collateralization and Cross Default Agreement filed March 5, 2018, and recorded in Instrument # 115653341.
4. Cross-Collateralization and Cross Default Agreement filed July 6, 2022, and recorded in Instrument # 118254657.
5. Amendment to Cross-Collateralization and Cross Default Agreement filed August 25, 2022, and recorded in Instrument # 118363212.



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

TITLE SEARCH REPORT

Search Number: 23-102169
Street Address: 2115 N OCEAN DRIVE
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.
2. Provisions contained in the Warranty Deed filed April 21, 1925, and recorded in Deed Book 55, Page 5.
3. Provisions contained in the Warranty Deed filed April 29, 1925, and recorded in Deed Book 199, Page 1.
Note: Best copy available.
4. Declaration filed June 8, 1954, and recorded in Official Records Book 387, Page 537.
5. Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.
6. Grant of Easement filed October 27, 1986, and recorded in Official Records Book 13844, Page 475.
7. Ordinance No. 86-90 filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.
8. Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.
9. Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.
10. Ordinance No. 2002-61, filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.
11. Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152542.

RIGHT-OF-WAY:

1. Official Map and Survey of a portion of State Road A-1-A filed February 12, 1951, and recorded in Map Book 1, Page 38.
2. Official Map and Survey of a portion of State Road A-1-A filed February 15, 1965, and recorded in Map Book 6, Page 6.
3. Eminent Domain Proceedings in favor of Broward County commenced in Case No. 68-919.
4. State of Florida State Road Department Right of Way Map filed January 9, 1992, and recorded in Right of Way Book 12, Page 13.
5. State of Florida Department of Transportation Maintenance Map Specific Purpose Survey filed December 27, 2016, and recorded in Instrument # 114118312 and Misc. Map Book 8, Page 197.



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

TITLE SEARCH REPORT

Search Number: 23-102169
Street Address: 2115 N OCEAN DRIVE
County: Broward

NAME SEARCH:

Astrid 4, LLC

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.
2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.
3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.
4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.
5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

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

1. Review all documents referred to in this report.
2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.
3. Other: None

[Search](#) > [Account Summary](#) > [Bill Details](#)

Real Estate Account #514212-01-1510

Owner: ASTRID 4 LLC **Situs:** 2115 N OCEAN DR [Parcel details](#)
[GIS](#)
[Property Appraiser](#)
 VAB: ASSESS/ PETITION



[Get bills by email](#)

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE
2022 Annual Bill	687352	CL-0011030	0513	\$0.00

PAID
[Print \(PDF\)](#)

If paid by: Nov 30, 2022
Please pay: \$0.00

Combined taxes and assessments: \$46,918.72

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	\$1,956,550.00	\$0.00	\$1,956,550.00	\$10,820.90
VOTED DEBT	0.13840	\$1,956,550.00	\$0.00	\$1,956,550.00	\$279.79
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	\$2,476,400.00	\$0.00	\$2,476,400.00	\$11,022.46
CAPITAL OUTLAY	1.50000	\$2,476,400.00	\$0.00	\$2,476,400.00	\$3,714.60
VOTER APPROVED DEBT LEVY	0.18730	\$2,476,400.00	\$0.00	\$2,476,400.00	\$463.93
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	\$1,956,550.00	\$0.00	\$1,956,550.00	\$63.88
ORKEECHOBEE BASIN	0.10260	\$1,956,550.00	\$0.00	\$1,956,550.00	\$200.74
SFWM DISTRICT 1	0.09480	\$1,956,550.00	\$0.00	\$1,956,550.00	\$185.48
SOUTH BROWARD HOSPITAL	0.10100	\$1,956,550.00	\$0.00	\$1,956,550.00	\$197.61
Total Ad Valorem Taxes	20.77520				\$43,838.72

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	\$1,956,550.00	\$0.00	\$1,956,550.00	\$860.45
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	\$1,956,550.00	\$0.00	\$1,956,550.00	\$14,608.53
DEBT SERVICE	0.66830	\$1,956,550.00	\$0.00	\$1,956,550.00	\$1,346.69
FL INLAND NAVIGATION	0.03200	\$1,956,550.00	\$0.00	\$1,956,550.00	\$62.61
Total Ad Valorem Taxes	20.77520				\$43,838.72

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		\$2,643.00
HLWD FIRE INSPECTION		\$437.00
Total Non-Ad Valorem Assessments		\$3,080.00

Parcel Details

Owner:	ASTRID 4 LLC	Account	514212-01-1510	Assessed value:	\$1,956,550
Situs:	2115 N OCEAN DR	Alternate Key	637352	School assessed value:	\$2,476,400
		Millage code	0513 - HOLLYWOOD 0513		
		Millage rate	20.77520		
		Escrow company:	PROFESSIONAL BANK (CL-0011030) 396 ALHAMBRA CIRCLE STE 255 CORAL GABLES, FL 33134		

2022 TAX AMOUNTS	LEGAL DESCRIPTION	LOCATION
Ad valorem: \$43,838.72	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13.14 & 15 BLK 10, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B. LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN	Book, page, item: ---
Non-ad valorem: \$3,080.00		Property class:
Total		Township: 51
Discountable:		Range: 42
Total tax: \$46,918.72		Section: 12
		Use code: 39

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



[Search](#) > Account Summary

Real Estate Account #514212-01-1510

Owner: ASTRID 4 LLC
Situs: 2115 N OCEAN DR

[Parcel details](#)
[GIS](#)
[Property Appraiser](#)
 VAB: ASSESS/ PETITION



[Get bills by email](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.
 Your last payment was made on **11/29/2022** for **\$45,041.97**.

Account History

BILL	AMOUNT DUE		STATUS		ACTION
2022 Annual Bill ①	\$0.00	Paid \$45,041.97	11/29/2022	Receipt #LEA-22-0000934	Print (PDF)
2021 Annual Bill ①	\$0.00	Paid \$38,467.92	11/22/2021	Receipt #EEA-21-0000489	Print (PDF)
2020 Annual Bill ①	\$0.00	Paid \$42,407.81	11/30/2020	Receipt #EEA-20-0000106	Print (PDF)
2019 ①					
2019 Annual Bill	\$0.00	Paid \$48,592.76	11/27/2019	Receipt #EEA-19-0000693	Print (PDF)
Refund		Processed \$5,617.26	03/20/2020	To CORELOGIC COMMERCIAL TAX SERVICE	
		Paid \$48,592.76			
2018 Annual Bill ①	\$0.00	Paid \$41,851.51	11/28/2018	Receipt #EEA-18-0000785	Print (PDF)
2017 Annual Bill ①	\$0.00	Paid \$43,203.36	01/23/2018	Receipt #WWW-17-00106437	Print (PDF)
2016 Annual Bill ①	\$0.00	Paid \$39,456.84	01/17/2017	Receipt #WWW-16-00095009	Print (PDF)
2015 Annual Bill ①	\$0.00	Paid \$37,692.00	02/28/2016	Receipt #WWW-15-00107195	Print (PDF)
2014 Annual Bill ①	\$0.00	Paid \$27,373.79	02/25/2015	Receipt #WWW-14-00086618	Print (PDF)
2013 Annual Bill ①	\$0.00	Paid \$27,032.62	02/20/2014	Receipt #WWW-13-00075416	Print (PDF)
2012 Annual Bill ①	\$0.00	Paid \$26,306.85	02/18/2013	Receipt #WWW-12-00060778	Print (PDF)
2011 Annual Bill ①	\$0.00	Paid \$26,020.20	03/19/2012	Receipt #WWW-11-00053285	Print (PDF)
Total Amount Due	\$0.00				

BILL	AMOUNT DUE			STATUS		ACTION
<u>2010 Annual Bill</u> ①	\$0.00	Paid \$28,758.01	02/22/2011	Receipt #WWW-10-00036490		Print (PDF)
<u>2009</u> ①						
<u>2009 Annual Bill</u>	\$0.00	Paid \$24,618.29	02/22/2010	Receipt #13A-09-00003908		Print (PDF)
		Payment \$11,000.00	01/27/2010	Receipt #13A-09-00002515		
Refund		Processed \$6,348.15	06/22/2010	To BOROWIEC,PAWEŁ		
		Paid \$35,618.29				
<u>2008 Annual Bill</u> ①	\$0.00	Paid \$35,250.08	04/07/2009	Receipt #2008-5000537		Print (PDF)
<u>2007 Annual Bill</u> ①	\$0.00	Paid \$40,116.42	03/23/2008	Receipt #2007-5000672		Print (PDF)
<u>2006</u> ①						
<u>2006 Annual Bill</u>	\$0.00	Paid \$56,323.05	11/30/2006	Receipt #2006-9507223		Print (PDF)
Refund		Processed \$13,751.72	08/06/2007	To BOROWIEC,PAWEŁ		
		Paid \$56,328.65				
<u>2005 Annual Bill</u> ①	\$0.00	Paid \$19,897.50	03/30/2006	Receipt #2005-3304048		Print (PDF)
<u>2004 Annual Bill</u> ①	\$0.00	Paid \$14,179.20	02/21/2005	Receipt #2004-9266490		Print (PDF)
Total Amount Due	\$0.00					

71-192168

Warranty Deed

This Indenture, Made this 2nd day of December, A.D. 1971.

Between **TE-MAR-JO MOTELS, INC.**, a corporation
existing under the laws of the State of New Jersey, having its principal place of
business in the County of Cumberland and State of New Jersey,
and lawfully authorized to transact business in the State of Florida, party of the first part, and

JOHN BERGAMO and SANTA BERGAMO, his wife,
2115 North Ocean Drive, Hollywood, Broward County,
Florida

of the County of Broward and State of Florida
parties of the second part. Witnesseth:

That the said party of the first part, for and in consideration of the sum of Ten Dollars
(\$10.00) and other good and valuable consideration to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged has granted,
bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described
land situate, lying and being in the County of Broward and State of Florida, to-wit:

Lots Thirteen (13), Fourteen (14), and Fifteen (15),
in Block Ten (10) of HOLLYWOOD BEACH FIRST ADDITION
according to the plat thereof recorded in Plat
Book 1, Page 31, of the public records of Broward
County, Florida; said lands situate, lying and being
in Broward County, Florida.

JACK NIEELER, COUNTY RECORDER

71 DEC 13 AM 11:20

ALTERNATE
COUNTY
0 9 5 8 1 0

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
ALL DEPT. STAMPS
= 00.30

DOCUMENTARY
STAMP TAX
DEPT. OF REVENUE
= 00.55



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

In Witness Whereof, the said party of the first
part has caused these presents to be signed in its name by
its proper officers, and its corporate seal to be affixed, attest-
ed by its secretary, the day and year above written.

Corporate
Seal

John Bergamo
Secretary

Witness, sealed and delivered in presence of us:

Santa Bergamo

John Bergamo
President

This instrument prepared by:
Address

Joseph L. Saunders
Attorney-at-Law
1911 Harrison Street
Hollywood, Florida 33020

REC-4705 PART 836

67

NOTARY PUBLIC STATE OF FLORIDA
JACK WHEELER
LICENSED BY THE
STATE OF FLORIDA

State of Florida,
County of Broward.

I Hereby Certify that on the 2nd day of December
A.D. 1973, before me personally appeared JOHN BERGLAMO
and SAMUEL PINIZZOTTO

President and Secretary respectively of
a corporation under the laws of

the State of New Jersey to me known to be the persons who signed the foregoing
instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such
officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corpora-
tion, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Hollywood

in the County of Broward
the day and year last aforesaid.
My commission expires

and State of Florida

Jack Wheeler

NOTARY PUBLIC, STATE OF FLORIDA & LARGE
MY COMMISSION EXPIRES AUG. 9, 1974
BONDED THROUGH FRED W. GUSTELBANDT

Notary Public, State of Florida

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



WARRANTY DEED
(FROM CORPORATION)

TO

Date

ABSTRACT OF DESCRIPTION

REF 4705 REC 837

STATE OF FLORIDA
ARY. STAMP TAX
1978 930.00

This instrument was prepared by:
Name REUBEN M. SCHNEIDER, ESQ.
Address P. O. Box 650
Hollywood, Florida

730
237 02

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

78-274255
This indenture, Made this 27th day of September 1978.

JOHN BERGAMO and SANTA BERGAMO, husband and wife,
of the County of Broward State of Florida grantor, and

GILLES A. GRENIER and DENISE T. GRENIER, husband and wife,
and ELIZABETH GRENIER
whose post office address is 2115 North Ocean Drive, Hollywood,
of the County of Broward State of Florida grantee.

Witnesseth. That said grantor, for and in consideration of the sum of -----\$10.00-----
TEN and NO/100 Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Broward County, Florida, to-wit:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block Ten (10) of
HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in
Plat Book 1 at Page 31 of the Public Records of Broward County, Florida;
said lands situate, lying and being in Broward County, Florida.

SUBJECT TO taxes for the year 1978 and subsequent years, and conditions,
restrictions, limitations, and easements of record, if any; a mortgage in
favor of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, dated
October 6, 1972, and filed in O. R. Book 5025 at Page 628, Broward County
Records, in the approximate principal sum of \$ 94,977.80, which
mortgage the grantees herein assume and agree to pay; a purchase money second
mortgage in favor of grantors herein in the sum of \$143,000.00, and a purchase
money third mortgage in favor of grantors herein in the sum of \$20,000.00. SUBJECT
to Final Judgment and Amended Final Judgment in Circuit Court Case 68-919,
Broward County.
It is the intent of the grantors to vest an undivided one-half interest in and
to Gilles A. Grenier and Denise T. Grenier, husband and wife, and an undivided
one-half interest in and to Elizabeth Grenier.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever. * "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Signed, sealed and delivered in our presence:
Reuben M. Schneider
Elizabeth Grenier

Grantor has hereunto set grantor's hand and seal the day and year last above written.
John Bergamo (Seal)
Santa Bergamo (Seal)
SANTA BERGAMO, his wife (Seal)

REC-7830
MAR 072

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
JOHN BERGAMO and SANTA BERGAMO, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that
she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of September
1978.

Reuben M. Schneider
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 17 1982
RECORDED BY GENERAL REC. UNDERWRITER

Record and return to:
Town & Country Title Company
6600 Tart Street
Hollywood, Florida

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. B. KAUTH
CLERK COUNTY ADMINISTRATION

402/14

Stamp: 70
Necessary Intangible
RECEIVED in Broward County as required by
law. Mary L. Miller
Notary Clerk

93274484 QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 14 day of June, 1993, by

**GILLES A. GRENIER and DENISE T. GRENIER, his wife and
ELIZABETH GRENIER, an unmarried widow**

whose post office address is: 2115 North Ocean Drive
Hollywood, Florida

first party to
SILVER SPRAY MOTEL, INC.

whose post office address is: 2115 North Ocean Drive
Hollywood, Florida

WITNESSETH, that the said first party, for and in consideration of the sum of TEN AND NO/100TH DOLLARS (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of BROWARD, State of FLORIDA, to-wit:

Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Block Ten (10) of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

[Signature]
Witness: RUDOLPH M. DI LASCIO, JR.

[Signature]
GILLES A. GRENIER

[Signature]
DENISE T. GRENIER

[Signature]
Witness: JANET G. BAILEY

[Signature]
ELIZABETH GRENIER

STATE OF FLORIDA :
COUNTY OF BROWARD : SS

I HEREBY CERTIFY that on this 14th day of June, 1993 before me an officer duly qualified to take acknowledgments, personally appeared **GILLES A. GRENIER and DENISE T. GRENIER, his wife and ELIZABETH GRENIER, an unmarried widow** who produced Florida Drivers Licenses as photo identification and who did not take an oath, and who executed the foregoing instrument.

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

[Signature]
NOTARY NAME: JANET G. BAILEY
NOTARY PUBLIC STATE OF FLORIDA
(Notary Stamp)

THIS INSTRUMENT PREPARED BY:
Law Office of
Rudolph M. Di Lascio, Jr., P.A.
5798 Johnson Street

JANET G. BAILEY
My Comm. expires Mar. 4, 1994
Qualified Notary Public-Notarialis

933 JUN 29 AM 11:37

BR20832PG1846

0
MGM



Capel Refurto
1000 STATE ROAD 14, SUITE 302
DAVIE, FLORIDA 33328

INSTR # 101334343
OR BK 32119 PG 1309
RECORDED 09/18/2001 11:27 AM
COMMISSION
BROWARD COUNTY
DOC STAMP-D 7,000.00
DEPUTY CLERK 1931

This instrument prepared by:
and return to:
KENNETH M. JONES
MOODY, JONES & MONTEFUSCO, P.A.
1333 S. University Drive, #201
Plantation, FL 33324

Property Appraisers Parcel
Identification Number 11212-01-151-00 & 11212-01-15200

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

This Indenture, made this 5th day of September, 2001 Between **SILVER SPRAY MOTEL, INC.**, a Florida corporation, whose post office address is 1908 N. 42ND Avenue, Hollywood, Florida 33019, grantor, and

PAWEL BOROWIEC, a single man, whose post office address is 3200 North Milwaukee Avenue, Chicago, IL 60618, the grantee,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND 00/100 -----
----- DOLLARS (\$10.00), and other good
and valuable considerations to said grantor in hand paid by said grantee the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and
assigns forever, the following described land, situate, lying and being in **BROWARD COUNTY,**
FLORIDA, TO-WIT:

Lot 13, 14 and 15 of Block 10 of **HOLLYWOOD BEACH FIRST**
ADDITION, according to the Plat thereof, as recorded in Plat
Book 1, page 31 of the Public Record of Broward County, Florida.

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority,
restrictions, easements and other matters appearing on the plat and/or common to the
subdivision; and to taxes and assessments for the year 2001 and subsequent years.

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

IN WITNESS WHEREOF, grantor has hereunto set his/her hand and seal the day and year first
above written.

Signed, sealed, and delivered in our presence:

[Signature]
Witness
Print Name **KENNETH M. JONES**
[Signature]
Witness
Print Name **ELLEN KRA COFF**

SILVER SPRAY MOTEL, INC.
a Florida corporation
By *[Signature]*
Print Name: **Gilles A. Grenier**
As: President

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this 5th day of September,
2001, by Gilles A. Grenier as President of **SILVER SPRAY MOTEL, INC.**, a Florida
corporation, on behalf of the corporation, who is personally known to me or who has produced
[Signature] as identification.

My commission expires:

[Signature]
Notary Public
Mary C. Gonzalez
Printed or typed name:



2

CERTIFIED COPY OF CORPORATE RESOLUTION

The undersigned, as President and Secretary of Silver Spray Motel, Inc a Florida Corporation, hereby certify that the following resolutions were duly adopted at a meeting of the Shareholders and Directors of Silver Spray Motel, Inc, held on the 5th day of September 5, 2001, at which a quorum was present and acting throughout and that the same has not been amended or rescinded and remains in full force and effect.

BE IT RESOLVED, that Silver Spray Motel, Inc shall sell the property it owners at 2115 North Ocean Drive, Hollywood, Florida pursuant to that Sale and and Purchase Agreement and Addendum thereto.

BE IT FURTHER RESOLVED, that Gilles Grenier as President of Silver Spray Motel, Inc, is authorized and empowered to execute all documents relating to said sale.

The undersigned certifies that the Federal Tax Identification Number of Silver Spray Motel, Inc is 59-1936326 and the Shareholders, Officers and Directors are more specifically designated below.

Gilles Grenier, President, Director and Secretary

Denise Grenier, Treasurer, Director

Elizabeth Grenier, Vice Director

Attest:


Denise Grenier, Treasurer


Gilles Grenier, President & Secretary

(corporate seal)

Prepared by and return to:

Empire Title Services, Inc.
20801 Biscayne Blvd. Suite 308
Aventura, FL 33180
File Number: E10-0287

[Space Above This Line For Recording Date]

Warranty Deed

This Warranty Deed made this 1st day of October, 2010 between PAWEL BOROWIEC, a single man, whose post office address is 2305 N. Ocean Drive, Hollywood, FL 33019, grantor, and AGUGEN LLC, a Florida Limited Liability Company, whose post office address is 2115 N. Ocean Dr., Hollywood, FL 33019, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and business)

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

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142-12-01-1510

Subject to taxes for 2010 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

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:

RRB

Witness Name: Richard P. Breger

Marcia Carr

Witness Name: Marcia Carr

PAWEL BOROWIEC
PAWEL BOROWIEC

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 1st day of October, 2010 by PAWEL BOROWIEC, who is personally known or has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
Richard P. Breger
Commission # DD665826
Expires: MAY 28, 2011
BROWARD TITLE ATLANTIC BROWARD CO., INC.

RRB
Notary Public

Printed Name: _____

My Commission Expires: _____

Prepared by:

**Tomas A. Pastori, Esq.
Garcia-Menocal, Irias & Pastori LLP**

Return to:

**Dana Rothman, Esq.
The Jacobs Law Group
20700 West Dixie Highway
Aventura, FL 33180**

Warranty Deed

This Warranty Deed made this 18 day of June, 2018 between AGUGEN LLC, a Florida limited liability company ("Grantor"), whose post office address is 1722 Sheridan Street, #656, Hollywood, FL 33020, and ASTRID 4, LLC, a Florida limited liability company ("Grantee"), whose post office address is 3350 SW 57th Place, Fort Lauderdale, FL 33312:

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

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

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN.

Parcel Identification Number: 5142-12-01-1510

Commonly known as: 2115 N Ocean Drive, Hollywood, FL 33019

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

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

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

[Continued on Next Page]

[Jurat]

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:

AGUGEN, LLC., a
Florida limited liability company.

Fernando Diaz
Witness Name: Fernando Diaz

Pedro Damiani
PEDRO DAMIANI as Manager
of AGUGEN, LLC

Thomas Pastori
Witness Name: Thomas Pastori

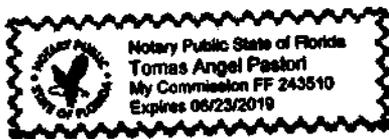
State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 18 day of June, 2018 by PEDRO DAMIANI, as Manager of AGUGEN, LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to me or [X] has produced a driver's license FL DL D550-677-70-0440 as identification.

[Notary Seal]

Thomas Pastori
Notary Public

Printed Name: Thomas Pastori



This Instrument Was Prepared By,
Record and Return To:

Kearey O. Wan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage"), as of the 27 day of June, 2018, between **ASTRID 4 LLC**, a Florida limited liability company (the "Mortgagor"), as mortgagor and debtor, whose principal place of business is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, and **MARQUIS BANK**, a Florida banking corporation (the "Mortgagee"), as mortgagee and secured party, whose address is 355 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134.

ARTICLE I

**DEFINITIONS, HEADINGS, RULES OF
CONSTRUCTION AND SECURITY AGREEMENT**

1.1 Definitions. As used in this Mortgage and in the exhibits attached hereto, the following terms shall have the following meanings herein specified, such definition to be applicable equally to the singular and plural forms of such terms:

1.1.1 Commitment: The commitment letter from mortgagee to Mortgagor dated June 4, 2018.

1.1.2 Default Rate: The Default Rate as defined in the Note.

1.1.3 Environmental Law: Any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, as same may be amended from time to time, whether now in existence or established or hereafter enacted,

EXHIBIT A

Legal Description:

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN.

A/k/a 2115 N Ocean Drive, Hollywood, FL 33019

Parcel Identification Number: 5142-12-01-1510

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Kearney Wan, Esq. (305) 789-3200	
B. Email Address: kwan@stearnsweaver.com	
C. SEND ACKNOWLEDGEMENT TO:	
Name	Kearney Wan, Esq.
Address	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 West Flagler Street, Suite 2200
Address	Miami, FL 33130
City/State/Zip	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1.a ORGANIZATION'S NAME ASTRID 4 LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 3350 SW 57 PLACE				
This space not available.				
MAILING ADDRESS Line Two	CITY FT. LAUDERDALE	STATE FL	POSTAL CODE 33312	COUNTRY USA

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

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

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

3.a ORGANIZATION'S NAME MARQUIS BANK				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 355 ALHAMBRA CIRCLE, SUITE 1200				
This space not available.				
MAILING ADDRESS Line Two	CITY CORAL GABLES	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED RIDER TO FINANCING STATEMENT.

5. ALTERNATE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

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

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

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

39212.0135

RIDER TO FINANCING STATEMENT

This Financing Statement covers the following types and items of property (the "Mortgaged Property"):

All property rights of any kind whatsoever, whether real, personal, mixed, or otherwise, and whether tangible or intangible, described in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") dated June ____, 2018, from Debtor ("Mortgagor"), as identified hereinabove, in favor of the Secured Party ("Mortgagee"), as identified hereinabove, encumbering that certain parcel of real estate (the "Land") situate in Broward County, Florida, and legally described on Exhibit "A" attached hereto and made a part hereof, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, projections, appurtenances, water rights including riparian and littoral rights, streets, ways, alleys, and strips and gores of land now or hereafter in any way belonging, adjoining, crossing, or pertaining to the Land; and all of the following property of Mortgagor whether now owned or existing, or hereafter acquired or arising, located in, or on, or pertaining to, or used or intended to be used in connection with or resulting or created from the ownership or development or management or operation of the Land:

(i) all "Improvements" (as said term is defined in the Mortgage) and landscaping;

(ii) all "Fixtures" (as said term is defined in the Mortgage) and goods to become Fixtures;

(iii) all accounts, accounts receivable, other receivables, contract rights, chattel paper, instruments and documents; any other obligations or indebtedness owed to Mortgagor from whatever source arising; all rights of Mortgagor to receive any performance or any payments in money or kind; all guaranties of the foregoing and security therefor; all of the right, title and interest of Mortgagor in and with respect to the goods, services, or other property that gave rise to or that secure any of the foregoing, and all rights of Mortgagor as an unpaid seller of goods and services, including, but not limited to, the rights to stoppage in transit, replevin, reclamation, and resale;

(iv) all goods, including, without limitation, all machinery, equipment, furniture, furnishings, building supplies and materials, appliances, business machines, tools, aircraft and motor vehicles of every kind and description, and all warranties and guaranties for any of the foregoing;

(v) all Inventories (as defined in the mortgage), merchandise, raw materials, parts, supplies, work-in-process and finished products intended for sale, of every kind and description, in the custody or possession, actual or constructive, of Mortgagor including such inventory as is temporarily out of the custody or possession of Mortgagor, any returns upon any accounts and other proceeds, resulting from the sale or disposition of any of the foregoing, including, without limitation, raw materials, work-in-process, and finished goods;

(vi) all franchise, license, management or other agreements with respect to the operation of the Mortgaged Property or the business conducted therein (provided all of such

agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor's obligations thereunder);

(vii) all general intangibles, including, without limitation, payment intangibles, corporate or other business records and books, computer records whether on tape disc or otherwise stored, blueprints, surveys, architectural or engineering drawings, plans and specifications, trademarks, tradenames, goodwill, software, symbols, telephone numbers, licenses, governmental approvals, franchises, permits, payment and performance bonds, tax refund claims, and agreements with utility companies, together with any deposits, prepaid fees and charges paid thereon;

(viii) all "Leases" and "Rents" (as said terms are defined in the Mortgage);

(ix) all judgments, awards of damages and settlements from any condemnation or eminent domain proceedings regarding the Land, the Improvements or any of the Mortgaged Property;

(x) all insurance policies required by the Mortgage, the unearned premiums therefor and all loss proceeds thereof;

(xi) all awards and refunds hereafter made with respect to any "Imposition" (as said term is defined in the Mortgage);

(xii) all rights of Mortgagor as "developer," "declarant" or "sponsor" under any declaration or other document encumbering the Land or any portion thereof;

(xiii) all rights to water and sewer connections and transferable development rights and transportation, school, water and road impact fee credits;

(xiv) all other personal property, including, without limitation, management contracts, construction contracts, architectural contracts, service contracts, engineering contracts, advertising contracts, contracts for purchase and sale of any of the Mortgaged Property, purchase orders, equipment leases, monies in escrow accounts, reservation agreements, prepaid expenses, deposits and down payments with respect to the sale or rental of any of the Mortgaged Property, options and agreements with respect to additional real property for use or development of the Mortgaged Property, end-loan commitments, surveys, abstracts of title, all brochures, advertising materials, condominium documents and prospectuses; and

(xv) all proceeds, products, replacements, additions, betterments, extensions, improvements, substitutions, renewals and accessions of any of the foregoing.

THE DEBTOR IS THE FEE SIMPLE OWNER OF THE PROPERTY.

EXHIBIT A

Legal Description:

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN.

A/k/a 2115 N Ocean Drive, Hollywood, FL 33019

Parcel Identification Number: 5142-12-01-1510

This document prepared by and
Record and return to:

Jennifer Levin, Esq.
Fromberg, Perlow & Korik, P.A.
20295 N.E. 29th Place, Suite 200
Aventura, FL 33180

CROSS-COLLATERALIZATION AND CROSS DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT ("Agreement") is made this 28th day of February, 2019, by and among MARQUIS BANK, a Florida Bank (the "Lender") having an address of 355 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134, and ASTRID 2 LLC, a Florida limited liability company ("Astrid 2") having an address at 3350 SW 57th Place, Ft. Lauderdale, Florida 33312; ASTRID 3 LLC, a Florida limited liability company ("Astrid 3") having an address at 3350 SW 57th Place, Ft. Lauderdale, Florida 33312; ASTRID 4 LLC, a Florida limited liability company ("Astrid 4") having an address at 3350 SW 57th Place, FL Lauderdale, Florida 33312; and ASTRID 5 LLC, a Florida limited liability company ("Astrid 5") having an address at 3350 SW 57th Place, Ft. Lauderdale, Florida 33312 (Astrid 2, Astrid 3, Astrid 4, and Astrid 5 are collectively "Borrowers" or "Mortgagors").

WHEREAS, Lender is the holder of that certain Mortgage and Security Agreement dated on or about the date hereof by and between Astrid 5 and Lender, recorded March 4, 2019, under Instrument No. 115651266, of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), which Astrid 5 Mortgage encumbers the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF ("Astrid 5 Property").

WHEREAS, Lender is the holder of that certain Mortgage and Security Agreement dated on or about the 27th day of June, 2018, by and between Astrid 4 and Lender, recorded July 3, 2018, in under Document No. 115180976, of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), which Astrid 4 Mortgage encumbers the following described property:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF ("Astrid 4 Property").

WHEREAS, Lender is the holder of that certain Mortgage and Security Agreement dated on or about the 26th day of February, 2018, by and between Astrid 3 and Lender, recorded March 1, 2018, in under Document No. 114921398, of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), which Astrid 3 Mortgage encumbers the following described property:

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF ("Astrid 3 Property").

WHEREAS, Lender is the holder of that certain Mortgage and Security Agreement dated the 16th day of August, 2017, by and between Astrid 2 and Lender, recorded September 6, 2017, under Document No. 114601364, of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), which Astrid 2 Mortgage encumbers the following described property:

SEE EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF ("Astrid 2 Property").

WHEREAS, Lender has required and Mortgagors have agreed to cross-collateralize and cross-default the Astrid 2 Mortgage, the Astrid 3 Mortgage, the Astrid 4 Mortgage, and the Astrid 5 Mortgage (collectively "Astrid Mortgages") and Mortgagors have agreed to provide security and collateral to ensure payment of the Astrid Mortgages, and in connection therewith Mortgagors have placed mortgages on the property described on Exhibits "A", "B", "C", and "D" (collectively "Property") in favor of Lender as further security.

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

1. The above set forth recitals are true and correct and incorporated herein as though fully set forth.

2. Any default in any of the promissory notes from Borrowers in favor of Lender (collectively "Astrid Notes"), secured by the Astrid Mortgages and other loan documents given by Borrowers to Lender in connection with the Astrid Notes and Astrid Mortgages (collectively "Astrid Loan Documents"), shall, at the option of the Lender, constitute a default in the other Astrid Mortgages, the other Astrid Notes, and the other Astrid Loan Documents.

3. Lender at its option in the event of any such default may enforce all of its rights and remedies as provided in the Astrid Mortgages, the Astrid Notes which they secure, and the Astrid Loan Documents given to Lender by Borrowers and/or Mortgagors with respect to the Astrid Mortgages. Lender may at its option proceed against any or all of the Property encumbered by the Astrid Mortgages until all of the amounts due Lender pursuant to the Astrid Notes, Astrid Mortgages, and other Astrid Loan Documents have been fully repaid.

4. Lender and Borrowers and/or Mortgagors specifically agree that the Borrowers and/or Mortgagors may not assign, mortgage, obtain future advances, pledge or otherwise voluntarily or involuntarily transfer or attempt to transfer, alienate or further encumber any of any of the Mortgagors' respective properties as described in Exhibits "A", "B", "C", and "D" unless otherwise consented to by Lender in writing.

5. Lender and Borrowers and/or Mortgagors specifically agree that neither Astrid 2, Astrid 3, Astrid 4 nor Astrid 5 shall sell, transfer, convey and/or otherwise dispose of the Property as described on Exhibits "A", "B", "C", and "D" and any such sale, transfer, conveyance shall be deemed a default pursuant to the terms of the Astrid Mortgages and all other Astrid Loan Documents. Further, each of the Borrowers warrants and represents that it is a Florida limited liability company. In the event of any sale, transfer, conveyance or other disposition of any of the membership interests of any of Astrid 2, Astrid 3, Astrid 4, or Astrid 5, same shall constitute a default pursuant to the terms of the Astrid Notes, Astrid Mortgages, and/or other Astrid Loan Documents associated with the respective loans as determined by Lender in its sole discretion.

6. Each Mortgagor acknowledges that: (i) it has received value for, the receipt of which is hereby acknowledged by each of the Borrowers and Mortgagors, and each is benefitted by this Cross-Collateralization and Cross-Default Agreement, and (ii) each has a direct monetary interest in connection with the other or in the indebtedness of the other.

7. No revocation, termination, amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the parties hereto and then such revocation, termination, amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

8. If any provision of this Agreement is held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. This Agreement is to be construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Proper venue and jurisdiction shall be in any one of Miami-Dade County or Broward County, Florida, in Lender's sole discretion.

10. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

11. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. If any litigation arises as a result of the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and paralegals' fees at all trial and appellate levels, as well as all costs and expenses.

13. **THE PARTIES HERETO INTENTIONALLY, KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH OR PURSUANT TO ANY DISPUTE AMONG THE PARTIES RELATED TO OR ARISING FROM THIS AGREEMENT.**

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day, month, and year set forth above.

Signed, sealed and delivered in the presence of: ASTRID 2 LLC, a Florida limited liability company

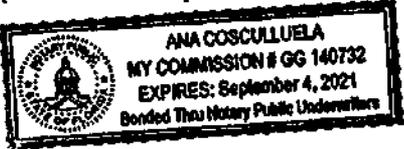
[Signature]
Print Name: Ana Cosculluela
[Signature]
Print Name: Alvina Diaz

[Signature]
By: MARC J. EISENMANN, Manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 28 day of February, 2019, by MARC J. EISENMANN, as Manager, of ASTRID 2 LLC, a Florida limited liability company, on behalf of the Company. S/He/They is/are personally known to me or has/have produced a Driver's License as identification.

[NOTARY SEAL]

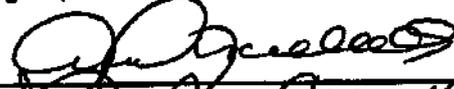


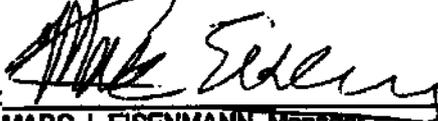
[Signature]
Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

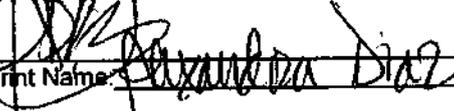
[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

Signed, sealed and delivered in the presence of:

ASTRID 3 LLC, a Florida limited liability company


Print Name: Ana Cosculluela

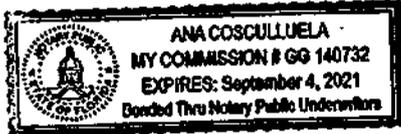

By: MARC J. EISENMANN, Manager


Print Name: Brandon Diaz

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 28 day of February, 2019, by MARC J. EISENMANN, as Manager, of ASTRID 3 LLC, a Florida limited liability company, on behalf of the Company. S/He/They is/are personally known to me or has/have produced a Driver's License as identification.

[NOTARY SEAL]

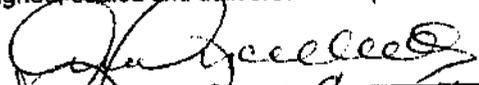



Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

Signed, sealed and delivered in the presence of:

ASTRID 4 LLC, a Florida limited liability company


Print Name: Ana Coscolluela

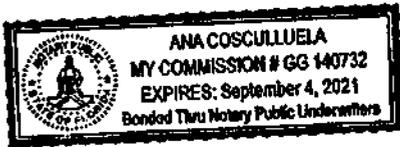

By: MARC J. EISENMANN, Manager


Print Name: Ana Coscolluela

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 28 day of February, 2019, by MARC J. EISENMANN, as Manager, of ASTRID 4 LLC, a Florida limited liability company, on behalf of the Company. S/He/They is/are personally known to me or has/have produced a Driver's License as identification.

[NOTARY SEAL]




Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

Signed, sealed and delivered in the presence of: ASTRID 5 LLC, a Florida limited liability company

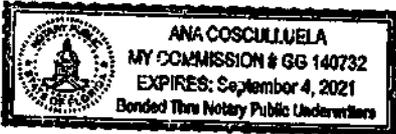
Print Name: Ana Cosculluela By: Marc J. Eisenmann
MARC J. EISENMANN, Manager

Print Name: Marcela Diaz

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 8 day of February, 2019, by MARC J. EISENMANN, as Manager, of ASTRID 5 LLC, a Florida limited liability company, on behalf of the Company. S/He/They is/are personally known to me or has/have produced a Driver's License as identification.

[NOTARY SEAL]



Print Name: Ana Cosculluela
NOTARY PUBLIC, State of Florida
My Commission Expires: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

Signed, sealed and delivered in the presence of: MARQUIS BANK, a Florida bank

[Signature]
Print Name: Andria Corral

By: [Signature]
Print Name & Title: Janet Henfield, Sr

[Signature]
Print Name: Natasha Uthandi

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 28 day of February, 2019, by Janet Henfield - Green as Senior Vice President, of MARQUIS BANK, a Florida bank, on behalf of the bank. S/He is personally known to me or has produced a Florida Driver's License as identification.

[NOTARY SEAL]

[Signature]
Print Name: Natasha Uthandi
NOTARY PUBLIC, State of Florida
My Commission Expires: Sep 13, 2021



EXHIBIT "A"

ASTRID 5 PROPERTY

Lot 13, Block 7, excepting the South 7' thereof in HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, LESS the Westerly 12.81 feet, sold to the State of Florida, State Road Department.

And

Lots 14, 15 and 16, less the Westerly 12.81 feet of Lots 14 and 15, Block 7, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

ASTRID 4 PROPERTY

Lots 13, 14 and 15, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN.

EXHIBIT "C"

ASTRID 3 PROPERTY

Lots 8 and 9, Block 8 of HOLLYWOOD BEACH FIRST ADDITION, according to the map or plat thereof as recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida.

EXHIBIT "D"

ASTRID 2 PROPERTY

Lots 5 and 6, Block 13 of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31 of the public records of Broward County, Florida.

G:\Merquis Bank\Astrid 5 LLC\Loan Documents\Cross-Collateralization and Cross-Default Agreement.docx

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (the "Agreement") is made and entered into this 25th day of January, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of \$1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note"), and has a current outstanding principal balance of \$ 1, \$ 1,476,880.30 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Clerk's File Number 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114601366 of the Public Records

of Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of \$1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of \$1,013,822.00; as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement" which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan.

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of \$1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of \$1,658,758.00 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Clerk's File Number 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Clerk's File Number 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of \$1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5 Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note"), with current outstanding principal balance of \$1,766,800 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Clerk's File Number 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Clerk's File Number 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Clerk's File Number 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, Lender is extending certain loans and extensions of credit to ASTRID 10 in the original principal amount of SIX MILLION ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$6,105,000.00) (the "Astrid 10 Loan") as evidenced by Astrid 10's execution and delivery of a promissory note (the "Astrid 10 Note") in favor of Lender of even date therewith in said amount.

WHEREAS, to secure repayment of the Astrid 10 Note, Astrid 10 has executed and delivered in favor of Lender a mortgage (the "Astrid 10 Mortgage"), which Astrid 10 Mortgage is being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, as well as an Assignment of Leases, Rents and Profits (the "Astrid 10 Assignment"). which Astrid 10 Assignment is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida, and t and UCC-1 Financing Statements which are also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida and with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "Astrid 10 Property").

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, and the Astrid 5 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note,

Astrid 4 Note, and the Astrid 5 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, the Astrid 3 Mortgage, Astrid 4 Mortgage, and the Astrid 5 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, and the Astrid 5 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the First Cross Collateralization and Cross Default Agreement and the Second Cross Collateralization and Cross Default Agreement and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, and Astrid 5 shall hereinafter be collectively referred to as the "Other Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans and the Astrid 10 Loan (the "Guaranties").

WHEREAS, as a condition precedent to the making of the Astrid 10 Loan, Lender requires that the Existing Loans and the Astrid 10 Loan be cross collateralized and cross defaulted with each other.

WHEREAS, it is the parties' intentions that the Existing Loans, and the Astrid 10 Loan be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the Astrid 10 Loan, unless and until the parties hereto enter into and execute this Agreement in order to further secure the timely and complete payment and performance of their obligations to Lender.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.
2. Cross Collateralization-Existing Mortgages. It is hereby declared and agreed that the Existing Mortgages shall be deemed to have been executed and delivered by the Other Obligors in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10 and/or the Other Obligors to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Existing Mortgages, in addition to securing payment of the Existing Loans, shall also be deemed to secure the payment of the Astrid 10 Loan, as evidenced by the Astrid 10 Note, and all present and future indebtedness and obligations of Astrid 10 to Lender under the Astrid 10 Loan,

whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Existing Mortgages specifically secure, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of the Other Obligors, or Lender in favor of Astrid 10, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligors and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Existing Mortgages be and shall continue as additional security and collateral to secure any and all indebtedness owed by the Other Obligors or Astrid 10 and/or any guarantor or endorser thereof to Lender.

3. Cross Collateralization-Astrid 10 Mortgage. It is hereby declared and agreed that the Astrid 10 Mortgage shall be deemed to have been executed and delivered by Astrid 10 in favor of the Lender, as collateral security for the timely and complete payment and performance of all obligations of Astrid 10, and/or the Other Obligors, to Lender, including, but not limited to, the Existing Notes, the Astrid 10 Note and any and all renewals, modifications or extensions thereof.

The Astrid 10 Mortgage, in addition to securing payment of the Astrid 10 Loan, shall also be deemed to secure the payment of the Existing Loans, as evidenced by the Existing Note, and all present and future indebtedness and obligations of the Other Obligors to Lender under the Existing Loans, whether direct or indirect, contingent or absolute, now existing or hereafter created, and all renewals, modifications and extensions thereof. It is therefore agreed that, notwithstanding the status of the obligations which the Astrid 10 Mortgage specifically secures, and even if all of such obligations shall be paid in full and the indebtedness satisfied, none of the collateral securing any loans extended by Lender in favor of Astrid 10, or Lender in favor of the Other Obligors, or Lender in favor of any guarantor or endorser thereof shall be released, and the Existing Mortgages will not be satisfied of record and will remain a lien against the Property for as long as the Other Obligors, and/or Astrid 10 and/or any guarantor or endorser thereof, are indebted to Lender on any obligation, it being the intention of the parties hereto that the Astrid 10 Mortgage be and shall continue as additional security and collateral to secure any and all indebtedness owed by Astrid 10, and/or the Other Obligors, and/or any guarantor or endorser thereof to Lender.

4. Cross Default. It is further understood and agreed by and between the parties hereto that, in the event of any default in the due observance or performance of any covenant, agreement or other provision hereof, or of the Existing Notes or the Astrid 10 Note (collectively the "Obligations"), or in any other documentation executed and/or delivered in connection therewith (collectively the "Loan Documentation") or in the event that any representation or warranty made herein, or in any other Loan Documentation, shall prove to be false or misleading in any material respect, or in the event of any default in the due observance or performance of any covenant, agreement, or other provision under any loans or extension Loan at any time outstanding, whether

now existing or hereafter created, from Lender in favor of Astrid 10, or in favor of the Other Obligors, or in favor of any other endorser or guarantor of such obligations, same shall constitute an event of default under all loans extended by Lender to Astrid 10 and/or the Other Obligors, and/ or any guarantor or endorser of such obligations, and in any such event, Lender may, at its option: (a) declare all indebtedness of principal and interest under all such loans forthwith to be due and payable whereupon all obligations of Astrid 10 and the Other Obligors, and such guarantors and endorsers to Lender under the Obligations evidenced by the Loan Documentation shall become due and payable in full both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in any other Loan Documentation to the contrary notwithstanding; and (b) exercise any or all rights and remedies available to it under any other Loan Documentation.

5. **Remedies Cumulative.** All remedies, rights, powers and privileges afforded Lender under or in connection with this Agreement and the Loan Documentation shall be cumulative and not be exclusive of any remedies, rights, powers and privileges provided therein or by law. Lender may exercise any or all such remedies, rights, powers and privileges in any order of priority.

6. **Other Security; Marshaling.** Lender may take other security or release any of the security for the payment of any of the Existing Loans, the Astrid 10 Loan (collectively the "Loans") and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of any of the Loans without prejudice to any of its rights and remedies under this Agreement or the Loan Documentation. Lender shall not be subject to any requirement for marshaling of assets in connection with any foreclosure of any lien or security interest or any other realization upon collateral with respect to the Loan Documentation or any exercise of any rights of setoff, and shall not be required to seek recourse against, or satisfaction of either the Loan Documentation from any one source before seeking recourse against, or satisfaction from, any other source.

7. **Bankruptcy – Automatic Stay.** Each of Astrid 10, and the Other Obligors hereby agrees, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event that it shall file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code, the automatic stay imposed by Section 362 of Title 11 of the United States Code is waived, and such waiver constitutes "cause" pursuant to 11 U.S.C. §362(d)(1) for the immediate lifting of the automatic stay in favor of Lender, and each of Astrid 10 and the Other Obligors hereby knowingly and irrevocably waives all defenses and objections to such lifting of the automatic stay and will not directly or indirectly oppose or otherwise defend against Lender's efforts to gain relief from the automatic stay.

8. **Costs and Fees.** Astrid 10, the Other Obligors and GUARANTOR jointly and severally agree to pay all costs, expenses and professional fees incurred by Lender in connection with

the preparation, execution, delivery, and enforcement of this Agreement, including without limitation all court costs and reasonable attorney fees (whether or not suit be brought, and including any court costs and reasonable attorney fees incurred in connection with any trial, appellate, bankruptcy, administrative or arbitration proceeding).

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement or the under the Loan Documentation shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement or the Loan Documentation preclude any other or further exercise thereof or the exercise of any other such right, remedy, power or privilege, and no waiver whatsoever shall be valid unless in writing signed by Lender and then only to the extent specifically set forth in such writing.

10. Notices. Any notice, demand, request or consent required or permitted to be given or made hereunder by any party hereto shall be in writing, addressed to the other parties at such other parties' respective addresses as set forth at the beginning of this Agreement (or to such other address within the State of Florida as any party entitled to notice hereunder may by notice pursuant hereto specify to the other parties), and shall be: (a) personally delivered (including delivery by courier); (b) delivered by Federal Express or comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested, with postage prepaid. All notices and other communications shall be deemed to have been duly given on (i) the date of actual receipt of the same or (ii) the date of attempted delivery if delivery is refused.

11. Successors and Assigns. This Agreement shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Astrid 10, the Other Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.

12. No Oral Amendments. This Agreement and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of any of Lender, the Other Obligors or GUARANTOR, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.

14. Entire Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

15. Miscellaneous. Each of the Obligations, and the security for each of them, shall be separately enforceable according to their respective terms. The Lender may institute separate proceedings with respect to any or all of the Loan Documentation, in such order and at such times as the Lender may elect. The pendency of any proceedings with respect to any or all of the Loan Documentation shall not be grounds for abatement or for hindering, delaying or preventing any proceedings with respect to any other of the Loan Documentation. The institution of proceedings under some of, but not under all of, the Loan Documentation shall not be construed as a splitting of a cause or action by the Lender.

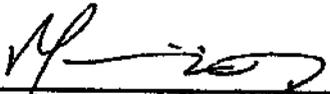
16. The inapplicability or unenforceability of any provision of this Agreement, or of any instrument executed and delivered pursuant hereto, shall not limit or impair the operation or validity of any other provision of this Agreement or of any other such instrument.

17. Construction. This Agreement shall be governed, construed and shall be enforced in accordance with the laws of the State of Florida.

18. LENDER, ASTRID 10, GUARANTOR AND THE OTHER OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN TO ASTRID 10.

IN WITNESS WHEREOF, this Cross Collateralization and Cross Default Agreement has been entered into as of the date first set forth herein above.

WITNESSES AS TO ASTRID 10 AND
ALL OTHER OBLIGORS AND
GUARANTOR:


Print Name: Vladimir G. Diaz

Print Name: _____

ASTRID 10:

ASTRID 10 LLC, a Florida limited liability
company

By: 
MARC EISENMANN, Manager

[OTHER OBLIGORS]

ASTRID 2 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 3 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

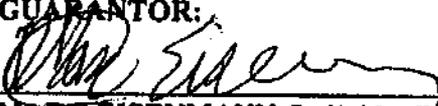
ASTRID 4 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

ASTRID 5 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

GUARANTOR:

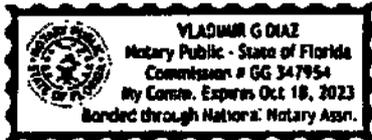

MARC EISENMANN, Individually


ASTRID EISENMANN, Individually

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

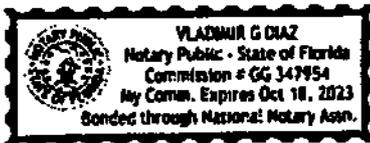


[Signature]
Print Name: Vladimir G. Diaz

STATE OF FLORIDA }

COUNTY OF Broward }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of January, 2022 by ASTRID EISENMANN, Individually and as the Manager of all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.



[Signature]
Print Name: Vladimir G. Diaz
Title or Rank: NOTARY
Serial Number (if any): 166347954
My commission expires: 10/18/23

[SEAL]

Luisa Zelky
Print Name: Luisa Zelky

PROFESSIONAL BANK

By: Miriam Lopez
MIRIAM LOPEZ
Executive Vice President
Private Banking Group Leader

Pedro A. Lopez
Print Name: Pedro A. Lopez

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of January, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.



Linda Roth
Notary Public, State of Florida
Print Name: Linda Roth
Serial Number if any:
My Commission Expires: 3/11/22

[SEAL]

EXHIBIT "A"

The Astrid 2 Property

Lots 5 and 6, Block 13, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "B"

ASTRID 3 Property

Lots 8 and 9, Block 8, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "C"
The ASTRID 4 Property

Lots 13, 14 and 15, in Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, Less portion of said lots for road R/W MPA 12-13 B, Less Addiitonal Portion of Lot 14 Block 10 for Rd R/W per Misc Map 8-197 as shown

EXHIBIT "D"

THE ASTRID 5 PROPERTY

Lot 13, in Block 7, excepting the South 7' feet thereof in HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida, LESS the Westerly 12.81 feet sold to the State of Florida, State Road Department.

and

Lots 14, 15 and 16, less the Westerly 12.81 feet of Lots 14 and 15, in Block 7, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

EXHIBIT "E"

The Astrid 10 Property

Lots 1 through 5, 21 and 22, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31, of the Public Records of Broward County, Florida.

THIS INSTRUMENT PREPARED BY:
LINDA ROTH, ESQ.
LINDA ROTH, P.A.
2333 Brickell Avenue, Suite A-1
Miami, FL 33129

**AMENDMENT TO CROSS COLLATERALIZATION AND CROSS-DEFAULT
AGREEMENTS AND SPREADING AGREEMENT**

THIS AMENDMENT TO CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENTS AND SPREADING AGREEMENT (the "Amendment") is made and entered into this 17th day of August, 2022, by and between ASTRID 2 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 2"), ASTRID 3 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 3"), ASTRID 4 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 4"), ASTRID 5 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 5"), ASTRID 10 LLC, a Florida limited liability company (hereinafter referred to as "ASTRID 10"), and MARC EISENMANN, Individually and ASTRID EISENMANN, Individually (jointly and severally the "GUARANTOR") and PROFESSIONAL BANK, a Florida banking corporation (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, on August 16, 2017, Marquis Bank ("Original Lender") extended certain loans and extensions to ASTRID 2 in the original principal amount of \$1,620,000.00 (the "Astrid 2 Loan"), which Astrid 2 Loan bears Loan #14007353, was evidenced by ASTRID 2's execution of a promissory note of even date therewith in said amount (the "Astrid 2 Note").

WHEREAS, to secure repayment of the Astrid 2 Loan, Astrid 2 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114601364 of the Public Records of Broward County, Florida (the "Astrid 2 Mortgage"), an Assignment of Leases, Rents and Profits executed and delivered by Astrid 2 in favor of Lender recorded under Instrument No. 114601365 of the Public Records of Broward County, Florida (the "Astrid 2 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114601366 of the Public Records of

Broward County, Florida and under File Number 201702644853 with the Florida Secured Transaction Registry (the "Astrid 2 Financing Statements"), all encumbering Astrid 2's personal property more particularly described therein and the real property more particularly described therein (the "Original Astrid 2 Property").

WHEREAS, on February 26, 2018, Original Lender extended certain loans and extensions to ASTRID 3 in the original principal amount of \$1,053,500.00 (the "Astrid 3 Loan"), which Astrid 3 Loan bears Loan #14007505, was evidenced by ASTRID 3's execution of a promissory note of even date therewith in said amount (the "Astrid 3 Note") and has a current outstanding principal balance of \$ 993,919.97 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 3 Loan, Astrid 3 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 114921398 of the Public Records of Broward County, Florida (the "Astrid 3 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 114921399 of the Public Records of Broward County, Florida (the "Astrid 3 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 114921400 of the Public Records of Broward County, Florida and under File Number 201804345448 with the Florida Secured Transaction Registry (the "Astrid 3 Financing Statements"), all encumbering Astrid 3's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 3 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 114922507 of the Public Records of Broward County, Florida (the "First Cross Collateralization and Cross Default Agreement which cross collateralized and cross defaulted the Astrid 2 Loan and the Astrid 3 Loan).

WHEREAS, on June 27, 2018, Original Lender extended certain loans and extensions to ASTRID 4 in the original principal amount of \$1,772,250.00 (the "Astrid 4 Loan"), which Astrid 4 Loan bears Loan ##14007617, was evidenced by ASTRID 4's execution of a promissory note of even date therewith in said amount (the "Astrid 4 Note") and has a current outstanding principal balance of \$1,626,951.72 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 4 Loan, Astrid 4 executed and delivered in favor of Original Lender, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded under Instrument No. 115180976 of the Public Records of Broward County, Florida (the "Astrid 4 Mortgage"), and UCC-1 Financing Statements recorded under Instrument No. 115180978 of the Public Records of Broward County, Florida and under File Number 201807233926 with the Florida Secured Transaction Registry (the "Astrid 4 Financing Statements"), all encumbering Astrid 4's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 4 Property").

WHEREAS, on February 28, 2019, Original Lender extended certain loans and extensions to ASTRID 5 in the original principal amount of \$1,856,250.00 (the "Astrid 5 Loan"), which Astrid 5

Loan bears Loan No. #14007838, was evidenced by ASTRID 5's execution of a promissory note of even date therewith in said amount (the "Astrid 5 Note").with current outstanding principal balance of \$1,734,463.37 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 5 Loan, Astrid 5 executed and delivered in favor of Original Lender, a Mortgage recorded under Instrument No. 115651266 of the Public Records of Broward County, Florida (the "Astrid 5 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 115651268 of the Public Records of Broward County, Florida (the "Astrid 5 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 115651267 of the Public Records of Broward County, Florida and under File Number 201907928713 with the Florida Secured Transaction Registry (the "Astrid 5 Financing Statements"), all encumbering Astrid 5's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 5 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 115653341 of the Public Records of Broward County, Florida (the "Second Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan and the Astrid 5 Loan.

WHEREAS, Lender is the successor by merger to Original Lender.

WHEREAS, on January 25, 2022, Lender extended certain loans and extensions to ASTRID 10 in the original principal amount of \$6,105,000.00 (the "Astrid 10 Loan"), which Astrid 10 Loan bears Loan No. 1210229-3 was evidenced by ASTRID 10's execution of a promissory note of even date therewith in said amount (the "Astrid 10 Note").with current outstanding principal balance of \$6,033,685.24 as of the date hereof.

WHEREAS, to secure repayment of the Astrid 10 Loan, Astrid 10 executed and delivered in favor of Lender, a Mortgage recorded under Instrument No. 117904086 of the Public Records of Broward County, Florida (the "Astrid 10 Mortgage"), an Assignment of Leases, Rents and Profits recorded under Instrument No. 117904087 of the Public Records of Broward County, Florida (the "Astrid 10 Assignment"), and UCC-1 Financing Statements recorded under Instrument No. 117904088 of the Public Records of Broward County, Florida and under File Number 202200389211 with the Florida Secured Transaction Registry (the "Astrid 10 Financing Statements"), all encumbering Astrid 10's personal property more particularly described therein and the real property more particularly described therein (the "Astrid 10 Property") and a Cross Collateralization and Cross Default Agreement recorded under Instrument No. 118254657 of the Public Records of Broward County, Florida (the "Third Cross Collateralization and Cross Default Agreement"), which cross collateralized and cross defaulted the Astrid 2 Loan, Astrid 3 Loan, Astrid 4 Loan, Astrid 5 Loan and the Astrid 10 Loan.

WHEREAS, Astrid 2 requested that Lender release the lien of the Astrid 2 Mortgage, Astrid

2 Assignment and Astrid 2 Financing Statements from the Original Astrid 2 Property to facilitate Astrid 2's sale of the Original Astrid 2 Property. Astrid 2 has agreed to provide Lender with substitute collateral to secure payment of the Astrid 2 Loan (the "Substitute Collateral").

WHEREAAS, and in connection therewith, Astrid 2 has executed and delivered in favor of Lender a Mortgage and Security Agreement, Collateral Assignment of Leases, Rents and Profits and UCC-1 Financing Statements Spreading Agreement (the "Spreading Agreement"), which Spreading Agreement shall spread the lien of the Astrid 2 Mortgage, Astrid 2 Assignment and Astrid 2 Financing Statements to encumber the real property acquired by Astrid 2 and more particularly described on Exhibit "A" attached hereto and made a part hereof and the personal property located thereon (the "Astrid 2 Substitute Property"), which is also being recorded simultaneously herewith amongst the Public Records of Broward County, Florida.

WHEREAS, the Astrid 2 Loan, the Astrid 3 Loan, Astrid 4 Loan, the Astrid 5 Loan and the Astrid 10 Loan shall hereinafter be collectively referred to as the "Existing Loans". The Astrid 2 Note, the Astrid 3 Note, Astrid 4 Note, the Astrid 5 Note and the Astrid 10 Note shall hereinafter be collectively referred to as the "Existing Notes". The Astrid 2 Mortgage, as modified, the Astrid 3 Mortgage, Astrid 4 Mortgage, the Astrid 5 Mortgage and the Astrid 10 Mortgage shall hereinafter be collectively referred to as the "Existing Mortgages". The Astrid 2 Financing Statements, the Astrid 3 Financing Statements, the Astrid 4 Financing Statements, the Astrid 5 Financing Statements and the Astrid 10 Financing Statements, shall hereinafter be collectively referred to as the "Existing Financing Statements". The First Cross Collateralization and Cross Default Agreement, the Second Cross Collateralization and Cross Default Agreement, and the Third Cross Collateralization and Cross Default Agreement shall hereinafter be collectively referred to as the "Existing Cross Collateralization and Cross Default Agreements". The Existing Note, the Existing Mortgages, the Existing Financing Statements, the Existing Cross Collateralization and Cross Default Agreements, and all other documents executed in connection with the Existing Loans shall hereinafter be collectively referred to as the "Existing Loan Documents". Astrid 2, Astrid 3, Astrid 4, Astrid 5 and Astrid 10 shall hereinafter be collectively referred to as the "Obligors".

WHEREAS, the GUARANTOR has executed and delivered in favor of Lender their unconditional and unlimited guaranties of the Existing Loans (the "Guaranties").

WHEREAS, it is the parties' intentions that the Existing Loans shall continue to be cross collateralized and cross-defaulted, it being specifically acknowledged and agreed that the Lender would be unwilling to enter into the requested releases and substitution of collateral, unless and until the parties hereto enter into and execute this Agreement in order to amend the terms of the Existing Agreements and to confirm the continued cross collateralization and cross default of the Existing Loans.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby

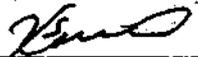
agreed as follows:

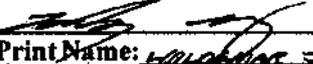
1. The foregoing recitals are true and correct and are incorporated herein as is set forth in their entirety.
2. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to delete the Original Astrid 2 Property on Exhibit "A" of the Existing Cross Collateralization and Cross Default Agreements.
3. The parties acknowledge and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby amended to include the Astrid 2 Substitute Property, more particularly described on Exhibit "A" attached hereto and made a part hereof.
4. The parties hereby covenant and agree that the Existing Cross Collateralization and Cross Default Agreements are hereby, amended and spread to encumber the Astrid 2 Substitute Property, with the same force and effect as if said Additional Property were originally delineated in said Existing Cross Collateralization and Cross Default Agreements and that all of the terms, covenants and conditions of said Existing Cross Collateralization and Cross Default Agreements shall apply to the Astrid 2 Substitute Property. Any reference in the Existing Cross Collateralization and Cross Default Agreements shall be deemed to apply to the Astrid 2 Substitute Property.
5. This Amendment shall inure to the benefit of Lender and its successors and assigns and shall be binding upon the Obligors, GUARANTOR and their respective heirs, personal representatives, successors and assigns.
6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one agreement, and separately executed counterpart signature pages may be annexed to the same or different counterparts of this Agreement without in any way negating the legality or binding effect thereof.
7. This Amendment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

8. LENDER, GUARANTOR AND THE OBLIGORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE REQUESTED RELEASES AND MODIFICATIONS.

IN WITNESS WHEREOF, this Amendment to Cross Collateralization and Cross Default Agreements and Spreading Agreement has been entered into as of the date first set forth herein above.

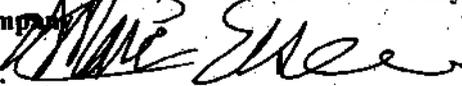
WITNESSES AS TO ALL OBLIGORS AND GUARANTOR:


Print Name: Niomara Sabido


Print Name: Yolanda Susana

[OBLIGORS]:

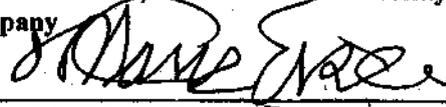
ASTRID 2 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

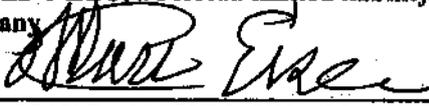
ASTRID 3 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

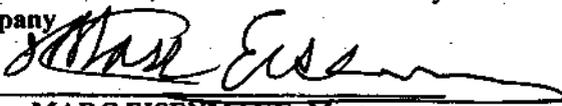
ASTRID 4 LLC, a Florida limited liability company

By: 
MARC EISENMANN, Manager

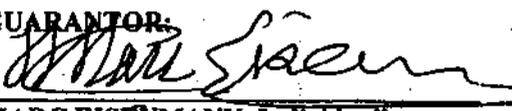
ASTRID 5 LLC, a Florida limited liability company

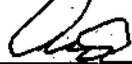
By: 
MARC EISENMANN, Manager

ASTRID 10 LLC, a Florida limited liability
company

By: 
MARC EISENMANN, Manager

GUARANTOR:

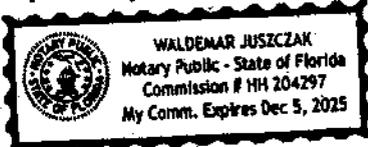

MARC EISENMANN, Individually


ASTRID EISENMANN, Individually

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by MARC EISENMANN, Individually and as the Manager of ASTRID 2 LLC, ASTRID 3 LLC, ASTRID 4 LLC, ASTRID 5 LLC and ASTRID 10 LLC, all Florida limited liability companies, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.

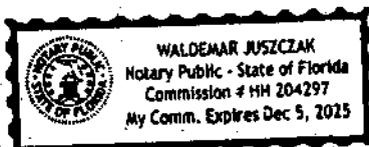


[Signature]
Print Name: WALDEMAR JUSZCZAK

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by ASTRID EISENMANN, Individually, on behalf of such companies, and who is personally known to me or who produced FL Driver's License as identification.



[Signature]
Print Name: WALDEMAR JUSZCZAK
Title or Rank: NOTARY PUBLIC
Serial Number (if any): HH204297
My commission expires: 12.5.25

[SEAL]

D
Print Name: Patricia Diez-Arguelles

PROFESSIONAL BANK

By: [Signature]
MIRIAM LOPEZ,
Executive Vice President
Private Banking Group Leader

Anahy Galmes
Print Name: [Signature]

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of August, 2022 by MIRIAM LOPEZ as an Executive Vice President and Private Banking Group Leader of PROFESSIONAL BANK, a Florida banking corporation, on behalf of said corporations, and who is personally known to me or who produced FL Driver's License as identification.

[Signature]
Notary Public, State of Florida
Print Name: Anahy Galmes
Serial Number if any: _____
My Commission Expires: August 18, 2025

[SEAL]



ANAHY GALMES
Commission #HH 151125
Expires August 18, 2025
Send Us Budget Notary Services

EXHIBIT "A"

The Astrid 2 Substitute Property

Lot 12, Block 9, less the Westerly 12.80 feet of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

DEED 199 PAGE 2

STATE OF FLORIDA

COUNTY OF HENRY

I, H. J. FESLER, a Notary Public for the State of Florida at Large

DENY CERTIFY that C. GILLILAND

and YOUNG, both well known to me and known to me to be the

Vice-President and Secretary of the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of APRIL A. D. 1928

H. J. Fesler
Notary Public State of Florida at Large

My notarial commission expires on the 18th day of February A. D. 1930

WARRANTY DEED

(If New Corporation)

HOMER SEEKERS REALTY COMPANY

1714 E. Third Street

File April 19, 1928

ABSTRACT OF INSTRUMENTS

Page 15, Book 10,

Book 10-4 South Street Addition

STATE OF FLORIDA

COUNTY OF

On the day of

A. D. 1928

at the City of

Florida

IN WITNESS WHEREOF, I have hereunto

set my hand and the seal of the State of

Florida at Tallahassee, this 18th day of

April, 1928.

1928



133846

NOTE ON FLORIDA

PROPERTY OR RECORD

For instrument No. 199 recorded

on April 19, 1928 and registered

in Book 10-4 of Deeds in 1928.

RYLAND VERIFIED

RYLAND VERIFIED

RYLAND VERIFIED

RYLAND VERIFIED

1928

PAGE 2

- 644418

REC. 387 537

NOV 15 1954

"THIS DECLARATION made and entered into at Hollywood, Florida, this 20th day of OCT, 1954, by and between Mr. Rudy Gutstein, Parties of the First Part, and City of Hollywood, a Municipal corporation of Florida, Party of the Second Part:

WITNESSETH:

WHEREAS, the Parties of the First Part have made application to the City of Hollywood for a building permit to erect an apartment building on the following described lands, situated in the City of Hollywood, Broward County, Florida: (description of property)

East Forty (40) feet of Lots 13 and 14 and All of Lots 15 and 16 of Block 16 of Hollywood Beach, First Addition, Broward County, Hollywood, Florida.

and, WHEREAS, it is not permitted under the existing ordinances of the City of Hollywood to erect said building on said lots unless the property above described shall be considered and treated as a single lot or unit;

NOW THEREFORE, in consideration of the City of Hollywood granting a building permit to the Parties of the First Part, the undersigned Parties of the First Part covenant and agree with the City of Hollywood and other property owners in said subdivision as follows:

- 1. The acceptance and use of said permit shall forever bind the Parties of the First Part, their heirs and assigns, to retain the designated lots upon which the permit is issued as a unit and no transfer of any part or parcels of any of such property shall ever be made except as a unit, so long as said apartment building to be erected shall stand and so long as the provisions of Ordinance No. 967 of the City of Hollywood, or amendatory ordinances, are in effect.
2. The foregoing shall in all respects be adjudged and considered as a covenant running with the land and in the event of a violation of the same, the City of Hollywood, or any other property owner in the subdivision mentioned herein may enforce the said restrictions and cause the violation to be removed or abated; and the Parties of the First Part, their heirs or assigns shall pay all costs, including a reasonable attorney's fee, incident to the removal thereof.
3. This Declaration is executed pursuant to the provisions of Ordinance No. 967 of the City of Hollywood, Florida.

IN WITNESS WHEREOF, the Parties of the First Part have set their hands and seals the date and place first above written.

Rudy Gutstein (SEAL)

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA FRANK H. MARKS CLERK OF CIRCUIT COURT

(SEAL)

Signed, Sealed and Delivered in the Presence of:

W.R. [Signature] H.W. [Signature]

Subscribed and sworn to before me, a Notary Public of the State of Florida, this 17 day of November, 1954.

[Signature]

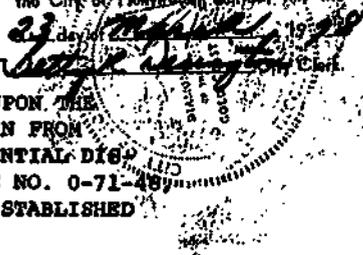
Notary Public, State of Florida at Large My Comm. Expires April 14, 1957. Exempt by Commission, State, CA of N. Y.

Do

78- 76150

ORDINANCE NO. 0-72-39

CERTIFICATION
I certify this to be a true and correct copy
of the record in my office.
WITNESSED by my hand and official seal of
the City of Hollywood, Florida, this 27th day of
July, 1978.



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

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

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

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

- (1) From RC-18 Multiple Family Dwelling District to R-6A:
 - (a) Lots 5-99, inclusive, Block 172, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (2) From RC-42 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 173, 195, 196, 197, 198, Lots 6-30, inclusive, Block 199; Blocks 200, 201, and 202, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20, of the public records of Broward County, Florida.
- (3) From RC-44 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 193 and 194, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
- (4) From RC-46 Multiple Family Dwelling District to R-6A:
 - (a) Blocks 176, 177, 178-192, 204, 205 and the heretofore vacated and abandoned Dania Road, lying south of the north line of Block 199 of Hollywood Central Beach extended easterly, Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.
 - (b) Lots 1-4, inclusive, Block "B", and Blocks 1 and "A", Hollywood Beach Second Addition, as recorded in Plat Book 4, at Page 6 of the public records of Broward County, Florida.

78 MAR 30 AM 10:42

RE 7489 REC 300

RECORD & RETURN TO:
ABRAHAM, ANTON, ROSSIGNOL, RESNOUX,
SCHNEIDER & MAGER, P.A.
P. O. BOX 288
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WENZ

280

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Blocks 174 and 175, the South Half (S $\frac{1}{2}$) of Lot 3, and all of Lots 4 and 5, Block 199, of Hollywood Central Beach, as recorded in Plat Book 4, at Page 20 of the public records of Broward County, Florida.

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

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

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

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

(a) All land lying in the Subdivision of Beverly Beach No. 2 as recorded in Plat Book 40, at Page 24 of the public records of Broward County, Florida.

(b) Lots 1, 2, 17, 18, of Seacrest Park, as recorded in Plat Book 23, at Page 16 of the public records of Broward County, Florida.

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All that parcel of land lying in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East; thence run westerly along the north line of said Section 26 two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140 as described in easement deed from Hallandale Beach Improvement Company, a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, Page 265, of the public records of Broward County, Florida; thence run southerly along the west right-of-way line of State Road No. 140 a distance of five hundred ninety-six and three-tenths feet to a point, which is the point of beginning of the tract of land herein described; thence run northerly along the west right-of-way line of said State Road No. 140 a distance of two hundred feet to a point; thence run westerly at right angles to the east line of Section 26 a distance of five hundred one foot, more or less, to a point on the east right-of-way line of the Intra-Coastal Waterway as described in easement deed from Hallandale Leach Improvement Company, a Florida Corporation, to the United State of America, dated May 26, 1931, and recorded in Deed Book 227, page 419, of the public records of Broward County, Florida; thence run southerly along the east right of way of the Intra-Coastal Waterway a distance of two hundred feet, more or less, to a point on the east line of said right of way, due west of the point of beginning; thence run easterly on a line parallel to the north line of the tract hereby conveyed a distance of five hundred forty feet, more or less, to the point of beginning, being the same parcel of land, described as Block "C", of a survey of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 26, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, a copy of which is attached to deed recorded in Deed Book 548, page 67, of the public records of Broward County, Florida; and

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, described as follows:

Starting at the northeast corner of Section 26, Township 51 South, Range 42 East, run westerly two hundred ninety-seven and four-tenths feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of three hundred ninety-six and three-tenths feet, being the point of beginning of the land

BT 7489 REG 394

herein conveyed; from said point of beginning run northerly along the right-of-way line of said State Road No. 140, a distance of two hundred feet to a point in the west line of said right of way; thence run westerly four hundred seventy-one and fifty-six hundredths feet to a point on the east right-of-way line of the Intracoastal Waterway; thence from said point run southerly along the east right-of-way line of the Intra-coastal Waterway, a distance of two hundred feet, more or less, to a point; thence run easterly on a line parallel to the north line hereof, a distance of five hundred twenty feet, more or less, to the point of beginning.

That portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, starting at the northeast corner of Section 26, Twp. 51 South, Range 42 East; run westerly 297.4 feet to a point on the west line of the right of way of State Road No. 140; thence from said point run southerly along the west right-of-way line of State Road No. 140, a distance of 196.3 feet, being the point of beginning; from said point of beginning run northerly along the west right-of-way line of said State Road No. 140, a distance of 196.3 feet to the north line of Section 26, Twp. 51 South, Range 42 East; thence westerly along the north line of said Section 26, for a distance of four hundred twenty-five feet, more or less, to the East right-of-way line of the Intracoastal Waterway; thence southward along the said east right-of-way line of the Intra-coastal Waterway for a distance of 196.3 feet, more or less; thence easterly on a line, which runs at right angles to the east line of Section 26, to the point of beginning.

Starting at a point on the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East, at its intersection with the west property line of Atlantic Boulevard (sometimes called Surf Road) according to the Amended Plat of Seminole Beach, as shown in Plat Book 1, page 15 of Broward County Records; thence northward along the west property line of said Atlantic Boulevard to the point where it intersects the south property line of Lot 12, Block 1, of said Amended Plat of Seminole Beach, thence westward along the south property line of Lot 12, Block 1, which is also the north property line of Block 4 of the said Amended Plat of Seminole Beach, and continuing on the prolongation of this line to a point where it intersects the center line of Ocean Drive (also known as State Highway 1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East to the point of beginning.

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(c) The west 25 feet of vacated right-of-way, known by plat as Atlantic Boulevard, beginning from Lot 6, Block 2, North, to dead ending at Lot 6, Block 1, of the Amended Plat of Seminole Beach, as recorded in Plat Book 1, Page 15, of the public records of Broward County, Florida.

(6) FROM BB-68 Business District to B-1A:

All that parcel of land lying in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, Broward County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence run $886^{\circ}-56'-53''$ W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the West right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932, and worded in Deed Book 232, Page 265 of the public records of Broward County, Florida; thence run $84^{\circ}-45'-23''$ W along the said West right-of-way line for a distance of 796.3 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue $84^{\circ}-45'-23''$ W along the previously described course for a distance of 579.2 feet to a point lying on the South line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26 a distance of 575.00 feet more or less to a point, said point lying on the East right-of-way line of the Intra-coastal Waterway as described in easement deed from the Hallandale Beach Improvement Co., a Florida Corporation, to the United States of America dated May 26, 1931 and recorded in Deed Book 227, Page 419 of the public records of Broward County, Florida; thence run north-easterly along the east right-of-way line of the said Intra-coastal Waterway for a distance of 541.1 feet (Deed) (588.88 feet Calc.), more or less, to a point, 542.00 feet (Deed) (measured at right angles to the East line of said Section 26), west of the Point of Beginning; thence run east a distance of 542.00 feet (Deed) (564.68 feet Calc.) to the Point of Beginning.

Less the following described portion:

Commence at the Northeast corner of said Section 26; thence run $886^{\circ}-56'-53''$ W along the North line of said Section 26 for a distance of 297.4 (Deed) (297.15 Meas.) to a point on the west right-of-way line of U.S. Highway 1A (State Road #140 known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida dated April 13, 1932 and worded in Deed Book 232, Page 265 of the public records of

RE 7489 RE 390

Broward County, Florida; thence run $S4^{\circ}-45'-23''W$ along the said west right-of-way line for a distance of 1073.07 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue $S4^{\circ}-45'-23''W$ along the previously described course for a distance of 300.67 feet to a point lying on the south line of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 26; thence run westerly along the south line of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 26 a distance of 276.77 feet (measured) to a point; thence deflecting to the right at an angle of $90^{\circ}-00'-00''$ to the previously described course run northerly for a distance of 298.02 feet to a point; thence deflecting to the right at an angle of $90^{\circ}-00'-00''$ to the previously described course run easterly for a distance of 293.11 feet to the Point of Beginning.

(7) From BB-2 Business District to B-1A:

All that part of the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, lying south of Seacrest Park, east of the right of way of the F.E.C. Canal, north of Hallandale Beach Road and west of Ocean Beach Road (State Road No. 1A), more particularly described as follows: Commencing at the northeast corner of Section 26, Township 51 South, Range 42 East, thence running westerly along the north line of said Section 26, a distance of 297.4 feet to a point along the west line of the right of way of U.S. Road 1A (State Road 140, known as Ocean Beach Road) as described in easement deed from Hallandale Beach Improvement Co., a Florida Corporation, to the State of Florida, dated April 13, 1932, and recorded in Deed Book 232, page 265, of the public records of Broward County, Florida; thence running southerly along the west right-of-way line of the aforesaid U.S. Road 1A, a distance of 796.3 feet to a point, which is the Point of Beginning of the tract of land herein described; thence running southerly along of 579.2 feet to a point, being the South line of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East; thence running westerly along the said South line of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 26, a distance of 575 feet, more or less, to a point on the East right-of-way line of the Intracoastal Waterway as described in easement deed from the Hallandale Beach Improvement Company, a Florida Corporation, to the United States of America, dated May 26, 1931, and recorded in Deed Book 227, page 419 of the public records of Broward County, Florida; thence running northerly along the East right-of-way line of the said Intracoastal Waterway, a distance of 541.1 feet more or less, to a point 542 feet (measured on a line at right angles to the east line of said Section 26) west of the Point of Beginning; thence east 542 feet to the Point of Beginning;

REC 7489 ME397

being the same parcel of land described as Blocks E and F of a survey of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 51 South, Range 42 East, made by Frank C. Dickey, Registered Land Surveyor, dated June 1, 1946, and recorded in Deed Book 542, Page 270, of the public records of Broward County, Florida, together with riparian rights appertaining thereto, excepting the south 50 feet of said tract running from the West right-of-way line of U.S. A1A to the East right of way of the Intra-coastal Waterway which said tract of land was conveyed for road purposes to the State of Florida. Less therefrom that property described in Official Records Book 3706, page 330, of the public records of Broward County, Florida.

Section 3: That all sections or parts of sections of the Code of Municipal Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions, in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED on first reading this 16 day of

February, 1972.

PASSED AND ADOPTED on second reading this 1 day of

March, 1972.

ATTEST:

Jan. M. Hill
CITY CLERK

David R. Keating
MAYOR

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

RE 7489 ME398

RECORDED IN THE OFFICE, RECORDS DEPT.
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

18601-202-AM
MEX-591E
7/17/81

86-405199

GRANT OF EASEMENT

WHEREAS SILVER SPRAY MOTEL a SUB S corporation ("Grantor"), owning all those certain lands situate in the County of BROWARD State of FLORIDA and divided into blocks, lots, streets, alleys, public utility easements, highways and public places, all as described in and shown on Map or Plat titled "Tract No. _____", and recorded in Book _____ of Maps at Pages _____ inclusive, Records of said County, desires to make provisions for television cable service by State Cable Communications ~~and Cable Television Inc.~~ ("Grantee")

NOW, THEREFORE, the Grantor, for good and valuable consideration, does hereby grant to the Grantee, its successors and assigns, rights of way, easements and free access for ingress and egress to these premises and every part thereof at all times for the purpose of installing, maintaining and operating its cable television system in the area described as:

REAL ESTATE 1212 31 152 HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 BLOT 13 LESS E 40' LESS RD. R/W 14 LESS E 40' LESS RD R/W 14 10

REAL ESTATE 1212 31 151 HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 E 40, 14 E 40, 15 B/L 10
Consisting of 2.2 units

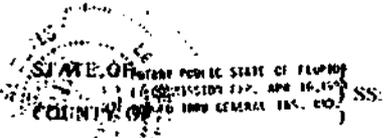
Grantee will place its equipment for cable service in the described fashion and location Grantee agrees to install and maintain its equipment in an orderly manner with as little inconvenience as possible. Any areas disturbed will be restored to their original condition or better.

Dated: September 20, 1986

50
Notary Public
Broward County, Florida

By: Denise Herrier
Grantor

By: [Signature]
Grantee



W. T. JOHNSON
Notary Public

Witness my hand and official seal this 25 day of September, 1986.

[Signature]
Notary Public

Oct 27 8 19 AM '86

OFF REC 13844 PG 475

58

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

86 DEC 26 PM 12 22

REC 14022 PAGE 900

Per County Commission, dated DEC 9 1986
Division of Planning
Return to [Signature]

RETURN TO FRONT RECORDS

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 8870 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December 1986
F. J. JOHNSON, County Administrator
By: *[Signature]*

RD:ed
CLS-1
6/19/86
PC# 101
#86-401.41

SE 8th. AVE.

DANIA

SHERIDAN ST.

TAFT ST.

JOHNSON ST.

HOLLYWOOD

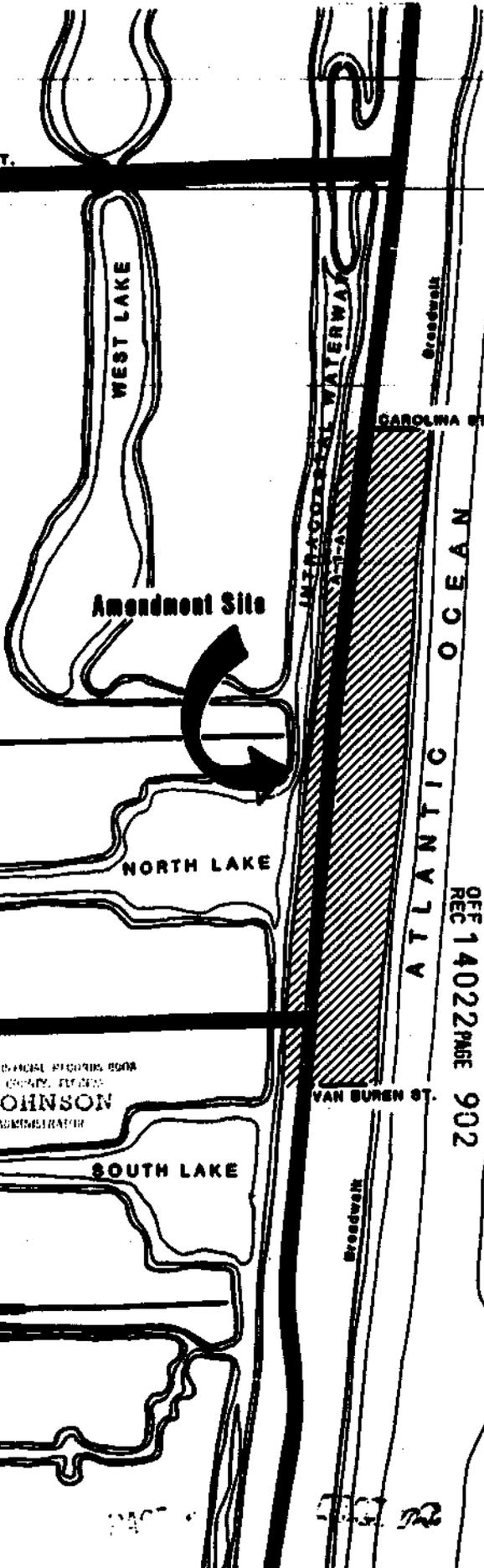
HOLLYWOOD BLVD.


NORTH
1":2000'
EXHIBIT "A"
Planning Council #101

APPROVED BY THE PLANNING RECORDS BOARD
OF DALLAS COUNTY, TEXAS
F. T. JOHNSON
COUNTY ADMINISTRATOR

WASHINGTON ST.

DIPLOMAT HWY.



WEST LAKE

Amendment Site

NORTH LAKE

SOUTH LAKE

INTERCEPTOR WATERWAY

GAROLINA ST.

N A 3 0 0
C I L I N Y 7 1 V

VAN BUREN ST.

REC 14022 PAGE 902

Broadway

Handwritten initials/signature

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

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AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

REC DEC 26 PM 12 22

REC 14066 PAGE 945
87 JAN 9 AM 10:10

REC 14022 PAGE 900

DEC 9 1986

Division of *Planning*
Return to *Planning*

13 00 PM

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Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December, A.D., 1986
By: E. T. JOHNSON, County Administrator
Phillip J. [Signature] D.C.

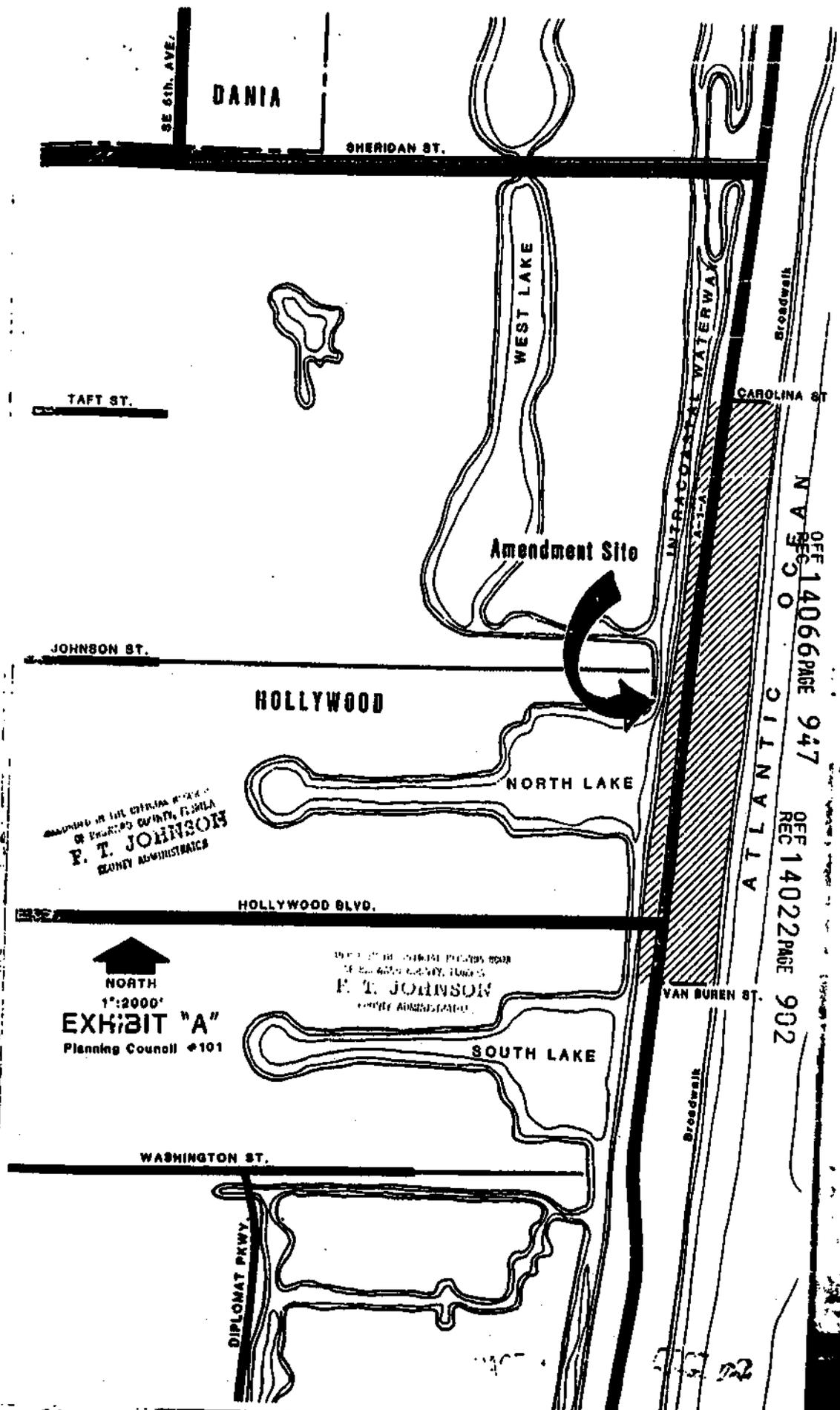
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December, A.D., 1986
By: E. T. JOHNSON, County Administrator
Phillip J. [Signature] D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF 14066 PAGE 946
OFF 14022 PAGE 901



APPROVED IN THE OFFICE OF THE
 COUNTY ENGINEER, FLORIDA
F. T. JOHNSON
 COUNTY ADMINISTRATOR


 NORTH
 1":2000'
EXHIBIT "A"
 Planning Council #101

APPROVED IN THE OFFICE OF THE
 COUNTY ENGINEER, FLORIDA
F. T. JOHNSON
 COUNTY ADMINISTRATOR

OFF REC 14066 PAGE 947
 N A REC 950
 OFF REC 14022 PAGE 902
 C I L N Y T T V

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98-284533 T4001
03-14-98 11:56AM

#43

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. Ocean Dr. Hyde FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness

Print Name: Arthur Walker

SILVER SPRAY MOTEL INC.

Grantor

By: D Denise Grenier

Print Name: DENISE GRENIER



1
DEFERRED ITEM
Return Document To
City Administration Operations

(32)

Norman Vlast, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, FL 33020-0045

Return To:

BR28220P80750

[Signature]
Witness
Print Name: *Anna Walker*

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me
this *7th* *of May*, 199*8*, by *Daniel [Signature]* as
one of _____
He/she is personally known to me or has produced
_____ as identification.

OFFICIAL NOTARIAL
ARTICLE SEVEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXPIRES JAN 22 2001

Print Name: *Anna Walker*
Notary Public
Commission No: *CC615101*

My commission expires:

BK28220P80751

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

**CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43**

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a distance of 12.00 feet to a point on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

*not sure of measurement but city
sprayed mark on spot for tree.
By*

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

EXHIBIT 'A'

BR18220P60752



This instrument prepared by:
 Anitra D. Lanczi, Assistant County Attorney
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7600

INSTR # 101597992
OR BK 32599 PG 1510
 RECORDED 01/09/2002 02:42 PM
 COMMISSION
 BROWARD COUNTY
 DOC STMP-D 0.70
 DEPUTY CLERK 1922

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 CITY OF HOLLYWOOD
 P O BOX 2207
 HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B
LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: November 7, 20⁰¹

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D Andrea
Witness signature
Maria Brimble
Witness signature

Mara Giuliani
Mara Giuliani, Mayor
JANET D'ANDREA
Witness print name
MARION CRITKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced --- as identification.

My Commission Expires:

(Seal)
Michele Anzalone
Signature of Notary Public
Michele Anzalone
(Typed or printed name)



APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.
BY: Daniel L. Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

1.- HOLLYWOOD CENTRAL BEACH, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7686, Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- HOLLYWOOD BEACH SECOND ADDITION, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- HOLLYWOOD BEACH FIRST ADDITION, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- HOLLYWOOD BEACH, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- ATLANTIC SHORES NORTH BEACH SECTION, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East. Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-BEVERLY BEACH, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- AMENDED PLAT OF SEMNOLE BEACH, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. - RIGHTS-OF-WAYS

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street

Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street

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ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved 11/21/02 *[Signature]*

Submitted By *[Signature]*

RETURN TO DOCUMENT CONTROL

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1 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward
2 County Comprehensive Plan; complies with the requirements of the Local Government
3 Comprehensive Planning and Land Development Regulation Act; and is in the best interests
4 of the health, safety and welfare of the residents of Broward County; and

5 WHEREAS, the proposed amendment constitutes an amendment as part of Broward
6 County's permitted second annual amendments to the Plan for 2002;

7 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
8 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

9 Section 1. The 1989 Broward County Land Use Plan is hereby amended by
10 Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of
11 the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit
12 A, attached hereto and incorporated herein.

13 Section 2. SEVERABILITY.

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
15 unconstitutional by any court of competent jurisdiction, then said holding shall in no way
16 affect the validity of the remaining portions of this ordinance.

17 Section 3. EFFECTIVE DATE.

- 18 1. The effective date of the plan amendment set forth in this ordinance shall be:
 - 19 (a) The date a final order is issued by the Department of Community Affairs
20 finding the amendment to be in compliance in accordance with Section
21 163.3184.
 - 22 (b) The date a final order is issued by the Administration Commission finding the
23 amendment to be in compliance in accordance with Section 163.3184. The
24 Department's notice of intent to find a plan amendment in compliance shall be

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deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

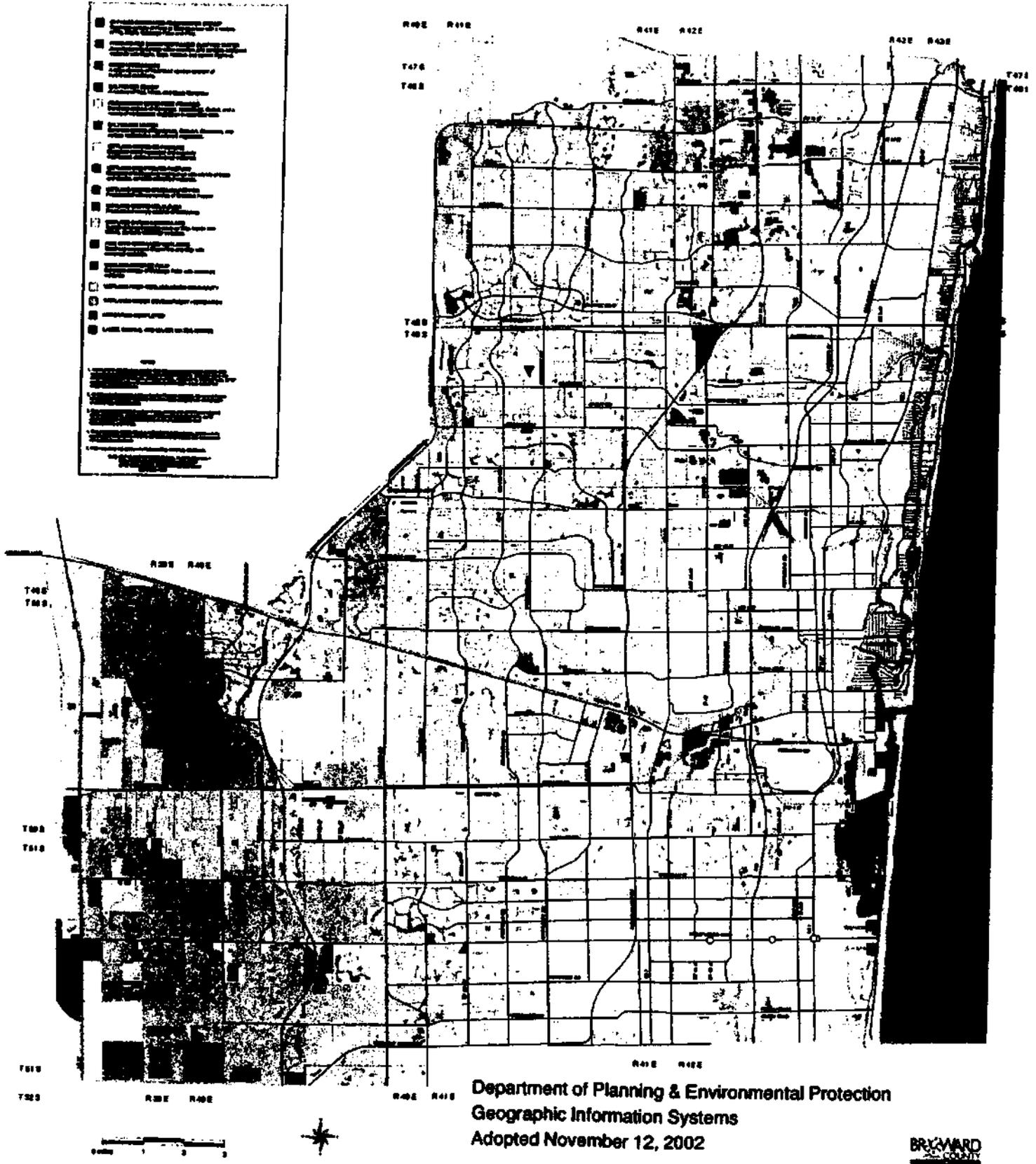
ENACTED November 12, 2002

FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/11
11/13/2
#02-401.32
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EXHIBIT A TO ORDINANCE Broward County Wetlands



13

Contract # 313

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

This Agreement made and entered into this 14th day of October, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and AGUGEN LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 2115 N Ocean Drive Suite #24, Hollywood, FL: 33019 ("Property Owner"), owner of the property located at 2115 N Ocean Drive, Hollywood, FL 33019 ("Property").

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

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

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

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

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

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

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

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

The Condo Association/Property Owner agrees to the following:

(4)

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

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

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

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by SONIA ROVARELLA, an authorized representative, this 14 day of OCTOBER, 2016.

Hollywood, Florida Community Redevelopment Agency

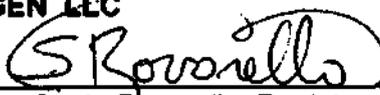
ATTEST: 
Phyllis Lewis, Secretary

BY: 
Jorge Camejo, Executive Director

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


Jeffrey P. Sheffel, General Counsel

AGUGEN LLC

BY: 
Sonia Rovarella, Registered Agent

NOTARY



Acknowledgment by Individual

State of Florida

County of BROWARD

The foregoing instrument was acknowledged before me this 14th day of OCTOBER, 2016, by SONIA ROVARELLA (name of person acknowledging).

Personally known to me

Produced Identification

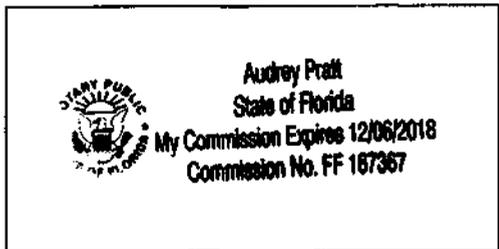
Type of Identification Produced FL DRIVER LICENSE

Notary signature *Audrey Pratt*

Notary name (typed or printed) AUDREY PRATT

Title (e.g., Notary Public) NOTARY PUBLIC

Place Seal Here



Description of Attached Document

Type or Title of Document

PERMIT

Document Date

10-14-2016

Number of Pages

3

Signer(s) Other Than Named Above

SONIA ROVARELLA ONLY



F001-000DSG5350FL

cession thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Constance Lee the wife of the said Joe. P. Lee on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said deed of conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida the day and year last aforesaid.

(M. P. SEAL)
(REVENUE STAMP \$0.50)

W. G. Swanson
Notary Public for the State of Florida at Large
My Commission expires January 14, 1928

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 21st day of April 1928 and recorded in book 33 of Deeds on page 4.

RECORD VERIFIED.
Frank A. Bryan
Clerk of Circuit Court
By L. R. Bunch

D. C.

645768

WARRANTY DEED

THIS INSTRUMENT, made this 26th day of March A. D. 1928 between the MOORE SHEDDEN REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and John J. Farns, of Milan, Tennessee party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars (\$10.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns, the following described land, being in the County of Broward and State of Florida, to-wit:

Lots Thirteen-fourteen (13-14), Block Eleven (11)
Lots Thirteen-fourteen (13-14), Block Ten (10)
Lots Fourteen-Fifteen (14-15), Block Nine (9)
according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION"
a subdivision of Section Twelve (12) Township Forty-one (41)
South, Range Forty-two (42) East, recorded in the office of
the Clerk of the Circuit Court in and for Broward County,
Florida, in Plat Book 1, at Page 21, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

- (a) The right at any and all times to lay and maintain city water and sewage pipes and to cut and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.
- (b) That no member of the grantor's race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company.
- (c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of steel appearance costing not less than Twenty-Five Hundred Dollars (\$2500.00) and then as need, the grantee shall forthwith provide for proper sanitary disposition of sewage.
- (d) That in accepting this deed, the grantee, his heirs and assigns, agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revert in and to the grantor, its successors and assigns.
- (e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisance.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

(CORPORATE SEAL)
ATTEST:

H. A. Young
Secretary.
Signed, sealed and delivered in the presence of:
H. B. Richards
W. Gould

MOORE SHEDDEN REALTY COMPANY

By J. W. Young
President.

STATE OF FLORIDA
COUNTY OF DADE.

I, DANIEL J. DELANEY a Notary Public for the State of Florida at Large HEREBY CERTIFY THAT J. W. Young and R. A. Young, both well known to me and known to me to be the President and Secretary of the HOME BAKERS HEALTH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of March A. D. 1928
(N. P. SEAL)
(REVENUE STAMPS \$16.00) Daniel J. Delaney
Notary Public State of Florida at Large.
My notarial commission expires on the 4th day of October A. D. 1928

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 21st day of April 1928 and recorded in book 08 of Deeds on page 6.

EDWARD VERIFIED,
Frank B. Taylor
Clerk of Circuit Court
By W. H. P. Clark D. C.

948760

QUIT-CLAIM DEED

THIS INSTRUMENT, made this 11th day of April A. D. 1928 between Ethel A. Williams and S. S. Williams, her husband, of the county of Broward and state of Florida parties of the first part, and C. S. Macrae of the County of Broward and State of Florida party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ten dollars and other valuable considerations Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have released, released and quit-claimed, and by these presents do release, release and quit-claim unto the said party of the second part and his heirs and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcel of land, to-wit:

Lots Nineteen (19) and Twenty (20) of Block One Hundred Twenty (120) of Waverly Place, an addition to the town of Fort Lauderdale, according to the plat thereof recorded in Plat Book No. 2 page 19, of the public records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the said party of the second part, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

signed, sealed and delivered in presence of:

S. C. Johnson Ethel A. Williams (Seal)
D. G. Alexander S. S. Williams (Seal)

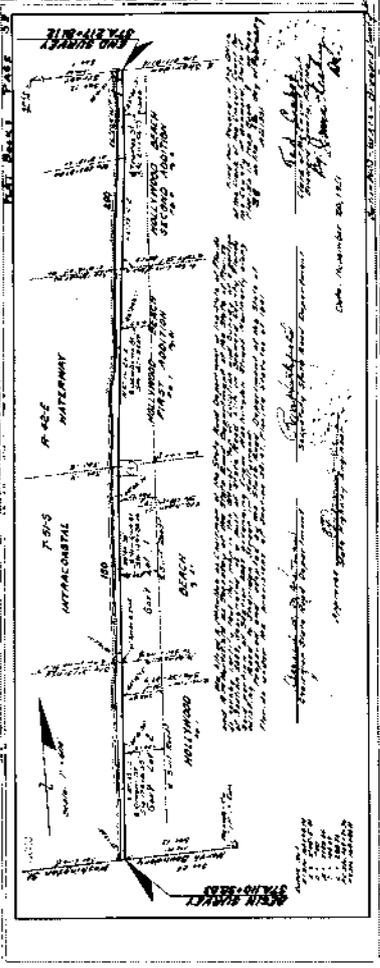
State of Florida
County of Broward

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments S. S. Williams and Ethel A. Williams, his wife to be well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, that the said Ethel A. Williams known to me to be the wife of the said S. S. Williams on a separate and private examination taken and made by me and separately and apart from her said husband, did acknowledge that she executed the foregoing deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of law, husband or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said deed and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Lauderdale, County of Broward and State of Florida this 11 day of April A. D. 1928.

(N. P. SEAL) S. C. Johnson
(REVENUE STAMP \$8.00) Notary Public State of Florida at Large
My Commission Expires July 31st, 1928



BK 3599

68-18744

68-919 PD 727

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR BROWARD COUNTY. CIVIL ACTION

NO. 68-919

BROWARD COUNTY, a political subdivision of the State of Florida,)	
)	
Petitioner,)	
vs.)	<u>LIS PENDENS</u>
)	
CHARLES D. SPRINGER and ELIZABETH SPRINGER, his wife, et al.,)	
)	
Defendants.)	
_____)	

Filed for Record
Clerk Circuit Court
Broward County, Fla.

68 FEB 14 AM 11:09

Notice is hereby given that BROWARD COUNTY, a political subdivision of the State of Florida, as Petitioner, has this day instituted suit in the Circuit Court of the Seventeenth Judicial Circuit of Florida in and For Broward County, by filing a Petition in Eminent Domain Proceedings, against all persons, firms or corporations as follows, and all persons or parties having or claiming any interest or lien in or against the following described parcels of land in Broward County, Florida, to-wit:

(a) The following persons and parties who are residents of the State of Florida, whose names and places of residence are set forth so far as ascertainable by diligent search together with the respective parcel numbers in which each is alleged to be interested:

- W. H. MEEKS, JR., Broward County Tax Collector,
County Courthouse, Fort Lauderdale, Florida.
(As to interest in any parcels included herein.)
- U. G. FINLAYSON, Director of Finance, City of Hollywood,
Administration Center, Hollywood City Hall,
Hollywood, Florida. (As to interest in any
parcels included herein.)

68 FEB 14 AM 11:46

Court Dept. T.C.

JACK WHEELER, Clerk of the Circuit Court, Collector of Delinquent Taxes, County Courthouse, Fort Lauderdale, Florida. (As to interest in any parcels included herein.)

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, c/o E. F. Weigle, President, 1909 Tyler Street, Hollywood, Florida. (Parcels 113, 130, 149, 174, 182, 202, 271, 273, 280)

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, Hollywood, Florida, c/o Thomas M. Wohl, President, 1720 Harrison Street, Hollywood, Florida. (Parcels 115, 123, 129).

THE FIRST NATIONAL BANK OF HOLLYWOOD, c/o William A. Hofman, President, 2001 Hollywood Boulevard, Hollywood, Florida. (Parcels 117, 187, 189, 272)

RALPH B. SPRINGER, JR., 1122 Polk Street, Hollywood, Florida. (Parcel 103)

JANE SPRINGER, 1122 Polk Street, Hollywood, Florida. (Parcel 103)

SPRINGER MOTOR CO., c/o Charles D. Springer, Secretary 340 N. Dixie Highway, Hollywood, Florida. (Parcel 103)

CHARLES D. SPRINGER, 1755 Tyler Street, Hollywood, Florida (Parcel 103)

ELIZABETH M. SPRINGER, 1755 Tyler Street, Hollywood, Florida. (Parcel 103)

GEORGE R. SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

LEE SPRINGER, 1010 S. North Lake Drive, Hollywood, Florida. (Parcel 103)

ROBERT DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

BETH DALE, 410 N. Ocean Drive, Hollywood, Florida. (Parcel 105)

SOLOMON DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106 and 107)

HARRIET DIETZ, 1042 Polk Street, Hollywood, Florida. (Parcels 106, 107)

FREDA DIETZ, 1026 Polk Street, Hollywood, Florida. (Parcels 106, 107)

SAMUEL DIETZ, 711 N. Ocean Drive, Hollywood, Florida. (Parcels 106, 107)

BK 3599

5599 and 729

HOLLYWOOD BANK & TRUST CO., c/o Robert Anderson, President,
1900 Tyler Street, Hollywood, Florida. (Parcel 107)

LAKEVIEW BUILDING, INC., c/o Charles D. Springer, Secretary-
Treasurer, 340 N. Dixie Highway, Hollywood, Florida.
(Parcels 108, 109)

AMANDA BICOS, 1447 Hollywood Boulevard, Hollywood, Florida.
(Parcel 111)

CATHY BICOS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

CHRISTIE POLITIS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

HELEN POLITIS, 2450 Van Buren Street, Hollywood, Florida.
(Parcel 111)

JOE SONKEN, 606 N. Ocean Drive, Hollywood, Florida. (Parcel 112)

HERBERT ALLISON, 912 N. Ocean Drive, Hollywood, Florida. (Parcel 113)

VIRGINIA ALLISON, 912 N. Ocean Drive, Hollywood, Florida. (Parcel 113)

JAMES J. FALDUTO, 5426 Buchanan Street, Hollywood, Florida.
(Parcel 113)

MARIE HALL, 906 N. Ocean Drive, Hollywood, Florida. (Parcel 113)

COSTAS JACOMIDIS, 1305 N. 31st Road, Hollywood, Florida.
(Parcels 114, 115)

SARAH JACOMIDIS, 1305 N. 31st Road, Hollywood, Florida. (Parcels 114, 115)

VINCENT CAPONE, 1014 N. Ocean Drive, Hollywood, Florida.
(Parcels 115, 121)

LOUIS GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

DELLA GOTTLIEB, 1012 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

MELVIN ALGHADER, 1010 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

RUSSELL KOHUTH, 1006 N. Ocean Drive, Hollywood, Florida. (Parcel 115)

CHARLES R. THOMPSON, 1000 N. Ocean Drive, Hollywood, Florida.
(Parcel 115)

A-1-A CORPORATION, c/o George L. Moxon, Resident Agent, 2801 E.
Oakland Park Boulevard, Fort Lauderdale, Florida. (Parcel 116)

RONALD L. TOMECEK, 609 N. Ocean Drive, Hollywood, Florida. (Parcel 117)

DARLENE S. TOMECEK, 609 N. Ocean Drive, Hollywood, Florida. (Parcel 117)

GEORGE MENEES, 319 Pierce Street, Hollywood, Florida. (Parcel 117)

- DOLPHIN APARTMENTS, INC., c/o Myron Burnstein,
President, Home Federal Savings Building,
Hollywood, Florida. (Parcel 119)
- VLADIMIR BRYLEWSKI, 915 N. Ocean Drive, Hollywood,
Florida. (Parcel 120)
- LONGINA BRYLEWSKI, 915 N. Ocean Drive, Hollywood,
Florida. (Parcel 120)
- STARDUST OF HOLLYWOOD, INC., c/o Dominic Emiliano,
President, 4115 Madison Street, Hollywood,
Florida. (Parcel 120)
- LIFE INSURANCE COMPANY OF GEORGIA, c/o Broward Williams,
Insurance Commissioner, Doyle Carlton
Building, Tallahassee, Florida. (Parcel 120)
- THOMAS M. WOHL, Executor of the Estate of Martin M.
Wohl, Deceased, 1720 Harrison Street,
Hollywood, Florida. (Parcels 122 and 132)
- ALBERT C. COZENS, 313 Hays Street, Hollywood, Florida.
(Parcel 124)
- HELEN COZENS, 313 Hays Street, Hollywood, Florida.
(Parcel 124)
- H. L. ENGLEHART, 1410 N. Ocean Drive, Hollywood,
Florida. (Parcel 124)
- BERTHA M. ENGLEHART, 1410 N. Ocean Drive, Hollywood,
Florida. (Parcel 124)
- F. FRANKLIN BADGER, 1510 N. Ocean Drive, Hollywood,
Florida. (Parcel 125)
- A. WINIFRED BADGER, 1510 N. Ocean Drive, Hollywood,
Florida. (Parcel 125)
- GRACE NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale,
Florida. (Parcel 125)
- J. W. NICHOLSON, 151 N. W. 31st Avenue, Fort Lauderdale,
Florida. (Parcel 125)
- ANNIE FROSK, 1600 N. Ocean Drive, Hollywood, Florida.
(Parcel 129)
- BERTHA THIER, 510 - 76th Street, Miami, Florida.
(Parcel 130)

JOSEPH HOELZL, 1701 N. Ocean Drive, Hollywood, Florida.
(Parcels 131, 140)

ELEANORE HOELZL, 1701 N. Ocean Drive, Hollywood, Florida.
(Parcels 131, 140)

ESTATE OF ANANDA MONSON, c/o W. C. Mather, Resident Agent,
1909 Tyler Street, Hollywood, Florida. (Parcels 131, 200)

VIRGINIA ALLISON, 1205 N. Ocean Drive, Hollywood, Florida.
(Parcel 132)

MARY HISLOP, 1205 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

THOMAS GRANATA, 1209 N. Ocean Drive, Hollywood, Florida (Parcel 132)

MILDRED DOUGLAS, 1207 N. Ocean Drive, Hollywood, Florida. (Parcel 132)

WILLARD JENNINGS, 1211 N. Ocean Drive, Hollywood, Florida (Parcel 132)

ROBERT GRACE, 1213 N. Ocean Drive, Hollywood, Florida (Parcel 132)

SANKEN CORPORATION, c/o Joseph Perlmutter, President, 1201 N.
Ocean Drive, Hollywood, Florida. (Parcel 132)

HAROLD REINER, 1216 Johnson Street, Hollywood, Florida. (Parcel 133)

HELEN REINER, 1216 Johnson Street, Hollywood, Florida (Parcel 133)

KATINKA OZEE, as Co-Executrix of the Estate of Ella Jo Stollberg,
Deceased, 1909 Harrison Street, Hollywood, Florida.
(Parcel 133)

RAYMOND A. WILCOX, as Co-Executor of the Estate of Ella Jo
Stollberg, Deceased, 1715 S. Surf Road, Hollywood,
Florida. (Parcel 133)

EMIL HERERRA, 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MENA HERERRA. 1301 N. Ocean Drive, Hollywood, Florida. (Parcel 133)

MUNCH, INC. c/o George H. Munch, 1315 N. Ocean Drive, Hollywood,
Florida. (Parcel 134)

GEORGE H. MUNCH, as Trustee for MUNCH, INC., a dissolved Florida
corporation, 1315 N. Ocean Drive, Hollywood, Florida.
(Parcel 134)

LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida
corporation, 1315 N. Ocean Drive, Hollywood, Florida.

HOLLYWOOD SUN & SAND CO-OP, INC., c/o Alice Eklund, Secretary,
1315 N. Ocean Drive, Hollywood, Florida. (Parcel 134)

SARL INVESTMENT CORPORATION, c/o Saul A. Geronemus, President,
825 S. E. 6th Street, Fort Lauderdale, Florida.
(Parcel 135)

BK 3599

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- ATLANTIC FEDERAL SAVINGS & LOAN ASSOCIATION, c/o H. P. Grapp, President, 1750 E. Sunrise Boulevard, Fort Lauderdale, Florida. (Parcel 135)
- JACKSON'S MINIT MARKET, INC., c/o Julian Jackson, President, Atlantic Boulevard, Jacksonville, Florida. (Parcel 135)
- ROBERT HANNAN, 1926 Hollywood Boulevard, Hollywood, Florida. (Parcel 136)
- ELEANOR HANNAN, 122 N. 19th Avenue, Hollywood, Florida. (Parcel 136)
- ELIZABETH FORAKER, 1360 Bayview Drive, Fort Lauderdale, Florida. (Parcel 136)
- HAMILTON MUTUAL REALTY FUND, INC., c/o Corporation Trust Corporation, Florida Title Building, Jacksonville, Florida. (Parcel 136)
- NICHOLAS TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)
- ROSE TERRANOVA, 2632 Hollywood Boulevard, Hollywood, Florida. (Parcel 138)
- MARION HARRIS, 1515 N. Ocean Drive, Hollywood, Florida. (Parcel 139)
- HELEN M. WEBER, 2400 S. Surf Road, Hollywood, Florida. (Parcel 140)
- JERRY I. SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)
- ELLEN SMITH, 1625 Cleveland Street, Hollywood, Florida. (Parcel 143)
- ELYDIA FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)
- JOHN FUGATE, 1900 North Ocean Drive, Hollywood, Florida. (Parcel 144)
- GREATER MIAMI FEDERAL SAVINGS & LOAN ASSOCIATION, c/o Robert M. Morgan, President, 101 S. E. 2nd Avenue, Miami, Florida. (Parcel 144)
- HARRIS HOUSE "A", INC., c/o Fred Grant, Sr., President, 325 N. Federal Highway, Hollywood, Florida. (Parcel 145)
- HARRY C. HALL, 1575 N. E. 141st Street, Miami, Florida. (Parcel 145)
- ELLIOTT HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida. (Parcel 146)

- VELMA HODGKINS, 2000 N. Ocean Drive, Hollywood, Florida.
(Parcel 146)
- CHARLES McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale,
Florida. (Parcel 146)
- IDA McLOUGHLIN, 3550 N. W. 41st Street, Fort Lauderdale,
Florida. (Parcel 146)
- EDWARD H. PIERSKI, individually and as Administrator of the
Estate of Frank John Wood, a/k/a Frank G. Pierski,
Deceased, 2118 N. Ocean Drive, Hollywood, Florida.
(Parcel 147)
- FIRST NATIONAL BANK OF HOLLYWOOD, as Ancillary Administrator
C.T.A. of Estate of Anna Pierski, deceased, c/o
William A. Hofman, President, 2001 Hollywood Boule-
vard, Hollywood, Florida. (Parcel 147)
- LESTER S. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)
- ETHEL JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)
- HARRY W. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)
- MILLIE L. JOHNSON, 2210 N. Ocean Drive, Hollywood, Florida.
(Parcel 149)
- MARY G. HALL, 1915 N. Ocean Drive, Hollywood, Florida.
(Parcel 157)
- FRED P. HUGHES, 341 Oklahoma Street, Hollywood, Florida.
(Parcel 158)
- BOBBE M. HUGHES, 341 Oklahoma Street, Hollywood, Florida.
(Parcel 158)
- FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, c/o
William H. Walker, Jr., President, 100 N. E.
1st Avenue, Miami, Florida. (Parcel 158)
- E. B. WELLS, 2007 N. Ocean Drive, Hollywood, Florida.
(Parcel 159)
- IDA MAE WELLS, 2007 N. Ocean Drive, Hollywood, Florida.
(Parcel 159)
- WILLIAM J. SYMS, JR., 1114 S. Lake Drive, Hollywood, Florida,
and THOMAS LYNCH, 2501 Pierce Street, Hollywood,
Florida, as Trustees under the Last Will and
Testament of William J. Syms, Sr., deceased.
(Parcel 160)

- ELIZABETH V. SYMS, 919 Van Buren Street, Hollywood, Florida.
(Parcel 160)
- TE-MAR-JO HOTELS, INC., c/o John Bergano, President, 2115 N.
Ocean Drive, Hollywood, Florida. (Parcel 161)
- FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF DADE COUNTY,
c/o E. Thomas Wilburn, President, 391 E. Las Olas
Blvd., Fort Lauderdale, Florida. (Parcels 161, 175,
181)
- GEORGE HOMROSKY, 2719 Dewey Street, Hollywood, Florida.
(Parcel 161)
- MARY ANNE HOMROSKY, 2719 Dewey Street, Hollywood, Florida.
(Parcel 161)
- JOHN H. HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel
161)
- EFFIE HOMROSKY, 2719 Dewey Street, Hollywood, Florida. (Parcel
161)
- DELSEA DRIVE SHOP-RITE, INC., c/o Josephine Guaracini, President,
6560 N.W. 10th Street, Hollywood, Florida. (Parcel 161)
- IRMA H. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida.
(Parcel 167)
- JAMES G. MATTHEWS, 2301 No. Ocean Drive, Hollywood, Florida.
(Parcel 167)
- THE MIAMI BEACH FIRST NATIONAL BANK, c/o James L. Newman, Asst.
Vice President, 1651 Alton Road, Miami Beach, Florida.
(Parcels 169, 179)
- MARY LOUISE STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale,
Florida. (Parcels 169, 179)
- EUGENE G. STARVISH, 5500 S. W. Woodland Lane, Fort Lauderdale,
Florida. (Parcels 169, 179)
- HARRY KATZ, 1011 S. 26th Ave., Hollywood, Florida (Parcels 169,
179)
- JACK DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels
169, 179)
- PEARL DRESNICK, 2031 Harrison Street, Hollywood, Florida. (Parcels
169, 179)
- LAURABELL KINDEL as resident agent for A. Arthur Sneeaman, Admin-
istrator of the Estate of Helen Finkelstein, deceased,
633 N. W. 28th Court, Fort Lauderdale, Florida.
(Parcels 169, 179)
- LEAH CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. Parcel 170)
- MANUEL CUNHA, 2618 N. Ocean Drive, Hollywood, Florida. (Parcel 170)

BK 3599

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JOSEPH A. SALSILLE, 2800 North Ocean Drive, Hollywood,
Florida. (Parcels 174, 183)

JENNIE SALSILLE, 2800 North Ocean Drive, Hollywood, Florida.
(Parcels 174, 183)

HAZEL LOGAN, 2900 North Ocean Drive, Hollywood, Florida.
(Parcels 175, 177)

R. R. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida.
(Parcels 178, 191)

LEAH M. MORROW, 437 North Hibiscus Drive, Miami Beach, Florida.
(Parcels 178, 191)

MARY P. COCCIA, 321 Wilson Street, Hollywood, Florida.
(Parcel 181)

ESTHER DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach,
Florida. (Parcel 182)

EDWARD DOBKIN, Apt. 2N, 5055 Collins Avenue, Miami Beach,
Florida. (Parcel 182)

HARRY L. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers,
Florida 33903. (Parcel 183)

ELEANOR A. RIST, 99½ Rainbow Drive, Star Route C, Fort Myers,
Florida 33903. (Parcel 183)

HARRY A. FRIEDMAN, 330 Coolidge Street, Hollywood, Florida.
(Parcel 184)

LENA FRIEDMAN, 330 Coolidge Street, Hollywood, Florida.
(Parcel 184)

CITY NATIONAL BANK OF MIAMI, c/o Michael Franco, President,
25 West Flagler Street, Miami, Florida. (Parcel 184)

PARD DEVELOPERS, INC., c/o Ben Salter, President, 2429
Hollywood Boulevard, Hollywood, Florida. (Parcel 190)

CYRUS R. DREW, 3418 North Ocean Drive, Hollywood, Florida.
(Parcel 197)

VIRGINIA A. DREW, 3418 North Ocean Drive, Hollywood, Florida.
(Parcel 197)

JOHN S. A. MONSON, RUDOLPH F. A. MONSON and NORE S. MONSON,
as Executors of the Estate of AMANDA S. MONSON,
Deceased, c/o W. C. Mather, 1909 Tyler Street,
Hollywood, Florida. (Parcel 200)

- REGINA T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)
- JAMES T. GRAHAM, 3405 North Ocean Drive, Hollywood, Florida. (Parcel 202)
- BANK OF HALLANDALE, c/o H. E. Shaw, President, 801 East Beach Boulevard, Hallandale, Florida. (Parcel 202)
- EDGAR H. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)
- RUTH E. GALVIN, 2110 Dewey Street, Hollywood, Florida. (Parcels 203, 273)
- TARA HALL CONDOMINIUM, INC., c/o Daniel T. Tomasulo, Secretary, Apt. 2, 2100 North Ocean Drive, Hollywood, Florida. (Parcel 271)
- ROBERT SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- RUTH SCOTT, Apt. 5, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- CLEM LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- DORIS JANE LINDSEY, Apt. 6, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- WILLIAM M. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)
- BURNADETTE E. SMITH, 800 S. South Lake Drive, Hollywood, Florida. (Parcel 271)
- DANIEL T. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- DOROTHY M. TOMASULO, Apt. 2, 2100 N. Ocean Drive, Hollywood, Florida. (Parcel 271)
- WALTER W. SIEVERS, 720 S. South Lake Drive, Hollywood, Florida. (Parcel 271)
- MICHAEL B. BOWLER, Apt. 10, 2106 N. Ocean Drive, Hollywood, Florida. (Parcel 271)

DOLPHIN ASSOCIATES, INC., c/o Richard A. Sarver, President,
341 Filmore Street, Hollywood, Florida.
(Parcel 272)

THE DANIA BANK, c/o Leonard Miller, President, 255 E. Dania
Beach Boulevard, Dania, Florida. (Parcel 272)

GOLDEN CREST DEVELOPMENT COMPANY, INC., c/o Louis P.
Vittali, President, 333 Oklahoma Street, Hollywood,
Florida. (Parcel 273)

ROY H. RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida
(Parcel 280)

MARCELLA RICE, 2718 N. Ocean Drive, Hollywood Beach, Florida.
(Parcel 280)

HELEN R. HOFFMAN, 600 Hibiscus Drive, Golden Isle, Hallan-
dale, Florida. (Parcel 280)

(b) The following persons and parties who are believed
to be non-residents of the State of Florida, and whose last
known places of residence are as set forth below, so far as
ascertainable by diligent search and inquiry, and all persons
claiming by, through and under them together with the respective
parcel numbers in which each is alleged to be interested:

G. B. CHARNAS, 10155 Clifton Park Avenue, Evergreen Park,
42, Illinois, 60642. (Parcel 105)

HELEN P. CHARNAS, 10155 Clifton Park Avenue, Evergreen
Park 42, Illinois, 60642. (Parcel 105)

GRAHAM C. SEMMENS, 1723 - 12th Avenue, S.W., Calgary,
Province of Alberta, Canada. (Parcel 121)

NANCY H. SEMMENS, 1723 - 12th Avenue N.W., Calgary, Pro-
vince of Alberta, Canada. (Parcel 121)

HENRY H. BRUSMAN, P. O. Box 187, Vandalia, Ohio.
(Parcel 123)

FELIX J. MIODUCKI, 117 E. Parade Avenue, Buffalo,
New York. (Parcel 130)

- LEONE HOPP MUNCH, as Trustee for MUNCH, INC., a dissolved Florida corporation, 1805 Lin-Lor-lane, Elgin, Illinois 60120 (Parcel 134)
- THOMAS I. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)
- MARGARET E. RALPH, 210 2A, Claymore Drive, Marietta, Georgia. (Parcel 136)
- JULIUS C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)
- BEATRICE WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187)
- HERMAN C. WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)
- IDA WEINBERG, 3310 Belvoir Boulevard, Beachwood 22, Ohio. (Parcels 176, 187, 189)
- CHESTER PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)
- ADELINE PIROLLO, 1125 Winterton Street, Pittsburgh, Pennsylvania. (Parcel 182)
- DOROTHY F. HINCHCLIFF, Executrix of the Estate of Alfred W. Hinchcliff. Deceased, 17495 Royalton Road, Strongsville, Ohio. (Parcel 187)
- NEW YORK BANK FOR SAVINGS, c/o Alfred S. Mills, President, 280 Park Avenue, New York, New York. (Parcel 190)
- EMIL JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)
- AGNES K. JOSEPH, 35493 Valley Creek Road, Farmington, Michigan. (Parcel 192)
- JOSEPH J. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)
- MARTHA E. TOMPOS, 7674 South Shore Drive, Chicago 49, Illinois. (Parcel 193)
- SELINA SCHWARIZ, Apt. 17-B, 3270 North Lake Shore Drive, Chicago, Illinois 60600. (Parcel 196)
- DORA ROSENBERG, Apt. 17-B, 3270 Lake Shore Drive, Chicago, Illinois 60600. (Parcel 198)
- RUDOLPH PASQUALONI, 819 Chapel Street, New Haven, Connecticut, 06510. (Parcel 271)

ROSELL J. CORBIN, Box 311, Route 1, Millersport, Ohio,
43046. (Parcel 271)

BETTIE DORIS CORBIN, Box 311, Route 1, Millersport, Ohio,
43046. (Parcel 271)

WENDE C. SHAW, 159 Point Beach Drive, Milford, Connecticut.
(Parcel 271)

WENDE C. SHAW, 159 Point Beach Drive, Milford, Connecticut.
(Parcel 271)

JOSEPH W. BENNETT, 1350 Bay Drive, W. Atlantic City, New
Jersey 08232. (Parcel 271)

JACQUELYN E. BENNETT, 1350 Bay Drive, W. Atlantic City, New
Jersey 08232. (Parcel 271)

IVAN E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York,
11735. (Parcel 271)

VIGOR E. CHAUVIN, 14 Sunset Avenue, Farmingdale, New York
11735. (Parcel 271)

(c) The following persons whose places of residence are
unknown, after diligent search and inquiry, if alive, and if
deceased, the unknown heirs, devisees and all persons and
parties claiming under them whose names and places of residence
are unknown, together with the parcel numbers in which they
are alleged to be interested:

FRED DEL SORDO, Residence unknown. (Parcel 143)

EVELYN KUSHNER, Residence unknown. (Parcels 169, 179)

SYLVIA MEISTER, Residence unknown. (Parcels 169, 179)

ALEX LLOYD, Residence unknown. (Parcels 169, 179)

ETHEL KLETZKY, Residence unknown. (Parcels 169, 179)

C. W. YEAGER, Residence unknown. (Parcel 187)

HAZEL A. YEAGER, Residence unknown. (Parcel 187)

(d) The unknown husband and wives of any said individual
defendants.

(e) The unknown heirs, devisees, legatees and grantees of the above named individual defendants who may be dead.

(f) The unknown assigne, successors in interest, trustees, of any other parties claiming by, through, under or against any and all of the above named corporations, whether existing or dissolved.

And against all persons and parties claiming or having any interest or claim as owners, mortgagees, judgment creditors, or lienholders of, upon or against the parcels of land hereinafter described:

PARCEL 103

The Easterly 12.67 feet of Lots 48, 49, 50, 51 and 52, Block A, of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2525 square feet, more or less.

PARCEL 105

The Easterly 12.67 feet of Lots 42, 43, 44, and 45, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 106

The Westerly 12.67 feet of Lots 15 and 16, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 107

The Westerly 12.67 feet of Lots 17 and 18, Block 9, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida in Section 13, Township 51 South, Range 43 East, being that part of said Lots

lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A. Containing 1010 square feet, more or less.

PARCEL 108

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 8, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, Containing 2020 square feet, more or less.

PARCEL 109

The Westerly 12.67 feet of Lots 15 and 16, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 111

The Westerly 12.67 feet of the North 2.72 feet of Lot 17 and the Westerly 12.67 feet of Lot 18, Block 7, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 539 square feet, more or less.

PARCEL 112

The Easterly 12.67 feet of Lots 28, 29, 30 and 31, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 113

The Easterly 12.67 feet of Lots 19 and 20, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1010 square feet, more or less.

PARCEL 114

The Easterly 12.67 feet of Lot 18, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 115

The Easterly 12.67 feet of Lots 13, 14, 15 and 16, Block A, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 116

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 6, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, SR A-1-A, containing 2020 square feet, more or less.

PARCEL 117

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2020 square feet, more or less.

PARCEL 119

The Westerly 12.67 feet of Lots 17 & 18, Block 4 of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1010 square feet, more or less.

PARCEL 120

The Westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 2, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503 - State Road A-1-A, containing 2020 square feet, more or less.

PARCEL 121

The Westerly 12.67 feet of Lot 15, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lot lying within

35 feet of the Base line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 505 square feet, more or less.

PARCEL 122

The Westerly 12.67 feet of Lots 16, 17 and 18, Block 1, of Hollywood Beach, according to the Plat as recorded in Plat Book 1, Page 27, of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base line of Survey, according to the Right of Way map of Section 86030-2503, State Road A-1-A, containing 1515 square feet, more or less.

PARCEL 123

The Easterly 12.80 feet of Lots 53 and 54, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 50 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 124

The Easterly 12.80 feet of Lot 52, Block A, of Hollywood Beach, First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, Containing 531 square feet, more or less.

PARCEL 125

The Easterly 12.80 feet of Lots 51, 50, 49, 48, 47, 46 and 45, Block A, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3,716 square feet, more or less.

PARCEL 129

The Easterly 12.80 feet of Lots 43 and 44, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 130

The Easterly 12.81 feet of Lots 38, 39 and 40, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1571 square feet, more or less.

PARCEL 131

The Easterly 12.81 feet of Lots 32, 33, 34, 35, 36, and 37, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 3186 square feet, more or less.

PARCEL 132

The Westerly 12.80 feet of Lots 14, 15, 16 and 17, Block 1, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2228 square feet, more or less.

PARCEL 133

The Westerly 12.80 feet of Lot 13, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 134

The Westerly 12.80 feet of Lots 14, 15 and 16, Block 2, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 135

The Westerly 12.80 feet of Lot 13, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 136

The Westerly 12.80 feet of Lot 14, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 138

The Westerly 12.80 feet of Lot 16, Block 3, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot, lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 531 square feet, more or less.

PARCEL 139

The Westerly 12.80 feet of Lots 13, 14, 15 and 16, Block 4, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2124 square feet, more or less.

PARCEL 140

The Westerly 12.81 feet of Lots 12, 13, 14 and 15, Block 6, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 2124 square feet, more or less.

PARCEL 143

The Easterly 12.81 feet of Lot 31, Block A, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 144

The Easterly 12.81 feet of Lots 29 and 30, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Base Line of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 145

The easterly 12.81 feet of Lots 25, 26, 27 and 28, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 146

The easterly 12.81 feet of Lots 21, 22, 23 and 24, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2124 square feet, more or less.

PARCEL 147

The easterly 12.81 feet of Lots 15, 16 and 17, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; EXCEPTING therefrom the South 38.46 feet of said Lot 17; Containing 1080 square feet, more or less.

PARCEL 149

The easterly 12.81 feet of Lots 11 and 12, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 157

The westerly 12.81 feet of Lots 14 and 15, Block B, of Hollywood Beach First Addition, according to the plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 158

The westerly 12.81 feet of Lot 12, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 159

The westerly 12.81 feet of Lots 13, 14 & 15, Block 9, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 160

The westerly 12.81 feet of Lots 11 and 12, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 161

The westerly 12.81 feet of Lots 13 and 14, Block 10, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 167

The westerly 12.81 feet of Lots 11, 12 & 13, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 169

The easterly 12.83 feet of Lots 6 and 7, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 170

The easterly 12.83 feet of Lots 8 and 9, Block B, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 174

The easterly 12.83 feet of Lots 16, 17, 18, 19 and 20, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 2632 square feet, more or less.

PARCEL 175

The easterly 12.83 feet of Lots 21, 22 and 23, Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 176

The easterly 12.83 feet of Lots 24, 26, 27, 28, 29, 30, 31, 32 and 33, and the easterly 12.61 feet of Lot 39, all in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 34 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING on the southeast corner of said Lot 34, running westerly along the south line of said Lot 34, a distance of 12.83 feet; thence N. 06°20'47" E a distance of 31.28 feet to the beginning of a curve to the left; thence Northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 10.49 through an angle of 00°12'44" to a point on the north line of said Lot 34; thence easterly along the north line of said Lot 34, a distance of 12.85 feet to the northeast corner of said Lot 34; thence southerly along the east line of said Lot 34 a distance of 41.77 feet to the POINT OF BEGINNING;

AND

That part of Lots 36, 37 and 38 of said Block B of Hollywood Beach, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 38, run westerly along the north line of said Lot 36, a distance of 12.61 feet; thence S 03°02'20" West a distance of 11.82 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet, a distance of 114.43 feet through an angle of 02°19'03" to a point on the South line of said Lot 36; thence easterly along the south line of said Lot 36 a distance of 13.28 feet to the southeast corner of said Lot 36, thence northerly along the east line of said lots 36, 37 and 38, a distance of 124.72 feet to the POINT OF BEGINNING; All containing 7450 square feet, more or less.

PARCEL 177

The easterly 12.83 feet of Lot 25, Block D, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lot lying within 35 feet of the Baseline of Survey, according to the Right Of Way Map of Section 86030-2503, State Road A-1-A; containing 508 square feet, more or less.

PARCEL 178

That part of Lot 35, Block B, Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 35, run westerly along the south line of said Lot 35, a distance of 12.85 feet to a point on a curve concave to the west, and having a tangent bearing of N 06°08'03" E through said point; thence northerly along said curve having a central angle of 03°18'27" and a radius of 2829.79 feet a distance of 40 feet through an angle of 00°58'36" to the north line of said Lot 35, thence easterly along the north line of said Lot 35 a distance of 13.28 feet to the northeast corner of said Lot 35, thence southerly along the east line of said Lot 35 a distance of 40 feet to the POINT OF BEGINNING; containing 520 square feet, more or less.

PARCEL 179

The westerly 12.83 feet of Lots 10, 11 and 12, Block 2, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1593 square feet, more or less.

PARCEL 181

The westerly 12.83 feet of Lots 10 & 11, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 182

The westerly 12.83 feet of Lots 12 & 13, Block 3, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1062 square feet, more or less.

PARCEL 183

The Westerly 12.83 feet of Lots 10 and 11, Block 4, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A, containing 1062 square feet, more or less.

PARCEL 184

The westerly 12.83 feet of Lot 13, Block 4, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 531 square feet, more or less.

PARCEL 187

The westerly 12.83 feet of Lot 13, Block 5, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lot 13, lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 531 square feet, more or less.

PARCEL 189

The westerly 12.83 feet of Lots 12 & 13, Block 6, of Hollywood Beach Second Addition, according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1062 square feet, more or less.

PARCEL 190

The westerly 12.83 feet of Lots 9, 10 and 11, Block 7, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A;

AND

That part of Lot 12, said Block 7 of Hollywood Beach Second Addition, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 12, run westerly along the north line of said Lot 12 a distance of 89.55 feet to the POINT OF BEGINNING; thence continue westerly along the north line of said Lot 12 a distance of 12.76 feet to the northwest corner of said Lot 12, thence southerly along the West line of said Lot 12, a distance of 41.77 feet to the

southwest corner of said Lot 12, thence easterly along the south line of said Lot 12 a distance of 12.83 feet; thence N 06°20'47" E a distance of 21.41 feet to the beginning of a curve to the left, thence northerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet a distance of 20.10 feet through an angle of 00°23'50" to the POINT OF BEGINNING; All containing 2121 square feet, more or less.

PARCEL 191

Those parts of Lots 9 and 10, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the southeast corner of said Lot 9, run westerly along the south line of said Lot 9, a distance of 102.45 feet to the POINT OF BEGINNING; thence continue along the south line of said Lot 9 a distance of 12.21 feet to the southwest corner of said Lot 9; thence northerly along the west line of said Lots 9 and 10, a distance of 83.21 feet to the northwest corner of said Lot 10; thence easterly along the north line of said Lot 10 a distance of 12.51 feet to a point on a curve concave to the west and having a tangent bearing of N 03°28'33" E through said point; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet, a distance of 84.93 feet through an angle of 01°40'41" to the POINT OF BEGINNING; containing 1006 square feet, more or less.

PARCEL 192

That part of Lots 11 and 12, Block 8, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, more particularly described as follows:

Commencing at the northeast corner of said Lot 12, run westerly along the North line of said Lot 12, a distance of 88.92 feet to the POINT OF BEGINNING; thence S 03°02'20" W a distance of 58.95 feet to the beginning of a curve to the right; thence southerly along said curve having a central angle of 03°18'27" and a radius of 2899.79 feet; a distance of 22.11 feet through an angle of 00°26'15" to a point on the South line of said Lot 11; thence westerly along the south line of said Lot 11 a distance of 12.51 feet to the southwest corner of said Lot 11; thence northerly along the west line of Lots 11 and 12 a distance of 83.02 feet to the northwest corner of said Lot 12; thence easterly along the north line of said Lot 12 a distance of 12.61 feet to the POINT OF BEGINNING; containing 1060 square feet, more or less.

PARCEL 193

The easterly 12.61 feet of Lots 41 & 42, Block B of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section

12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 196

The Easterly 12.61 feet of Lots 48 and 49, Block B, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1040 square feet, more or less.

PARCEL 197

The easterly 12.6 feet of the south 21.5 feet of Lot 51 and the easterly 12.6 feet of Lot 50, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 773 square feet, more or less.

PARCEL 198

The easterly 12.6 feet of the North 20 feet of Lot 51 and the Easterly 12.6 feet of Lots 52 & 53, all in Block B, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1290 square feet, more or less.

PARCEL 200

The westerly 12.61 feet of Lots 9 & 10, Block 9, of Hollywood Beach Second Addition according to the plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 202

The westerly 12.60 feet of Lots 9 and 10, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; containing 1042 square feet, more or less.

PARCEL 203

A strip of land over, through and across Lots 9, 10, 11 and 12, Block 11 of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, said strip lying East of and adjacent to the west line of said Lots; said strip measuring 12.60 feet on the south line of said Lot 9, and 27.79 feet on the north line of said Lot 12; Containing 3347 square feet, more or less.

PARCEL 271

The easterly 12.81 feet of the South 38.46 feet of Lot 17 and the Easterly 12.81 feet of Lots 18 and 19, Block A, of Hollywood Beach First Addition, according to the Plat as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1549 square feet, more or less.

PARCEL 272

The westerly 12.67 feet of Lots 15, 16, 17 and 18, Block 5, all of Hollywood Beach, according to the plat as recorded in Plat Book 1, Page 27 of the Public Records of Broward County, Florida, in Section 13, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 2020 Square feet, more or less.

PARCEL 273

The westerly 12.60 feet of Lots 11 and 12, Block 10, of Hollywood Beach Second Addition according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said Lots lying within 35 feet of the Baseline of Survey according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 1042 square feet, more or less.

PARCEL 280

The easterly 12.83 feet of the South 7 feet of the North 25 feet of lot 13, in Block B, of Hollywood Beach Second Addition, according to the Plat as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey, according to the Right of Way Map of Section 86030-2503, State Road A-1-A; Containing 90 square feet, more or less.

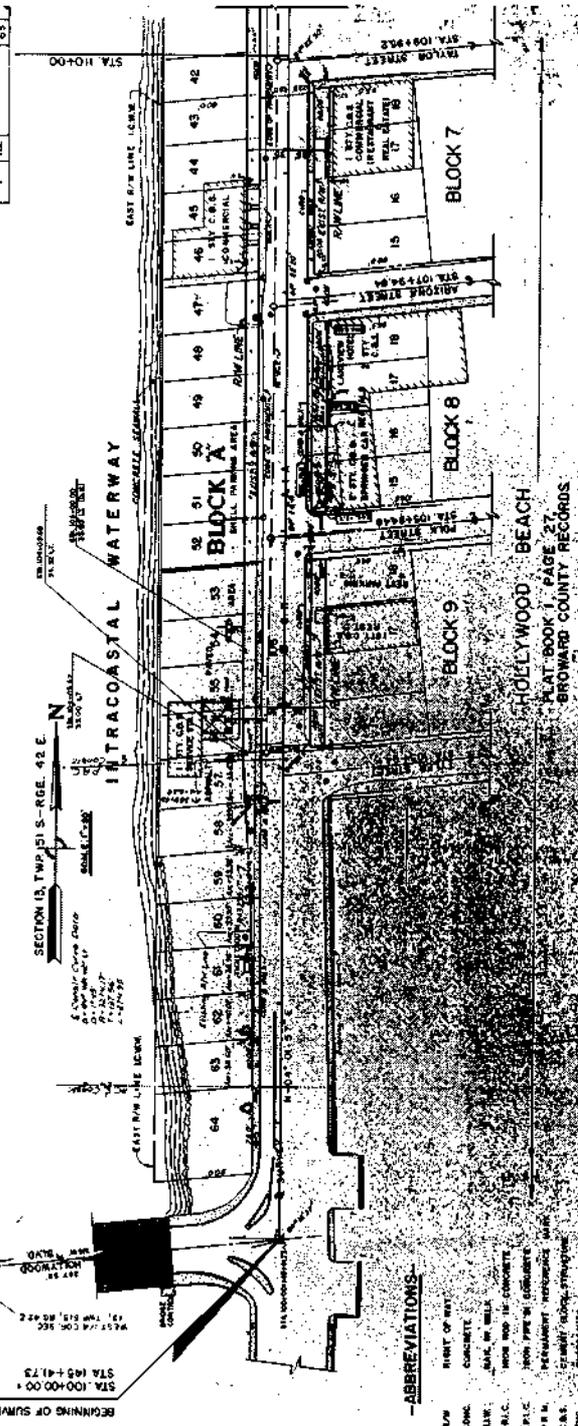
The relief sought as to said property is to condemn the fee simple absolute title to the lands heretofore described as the right of way for the public purpose of constructing and widening the roadbed, ditches, easements and borrow pits on that portion of Section 86030 of State Road A-1-A in Broward County, Florida, extending from Hollywood Boulevard, Hollywood, Florida, northerly to Sheridan Street, Hollywood, Florida; as is set forth in the Petition in Eminent Domain Proceedings and Declaration of Taking filed in this cause.

McGUNE, HIAASEN, CRUM & FERRIS
Attorneys for Petitioner
603 Broward National Bank Bldg.
Fort Lauderdale, Florida

By Earle W. Peterson, Jr.
Earle W. Peterson, Jr.

RECORDED IN ORIGINAL RECORDS BOOK
OF THE CIRCUIT COURT IN AND FOR
JACK WHEELER
CLERK OF CIRCUIT COURT

Map Book 12 Block 1



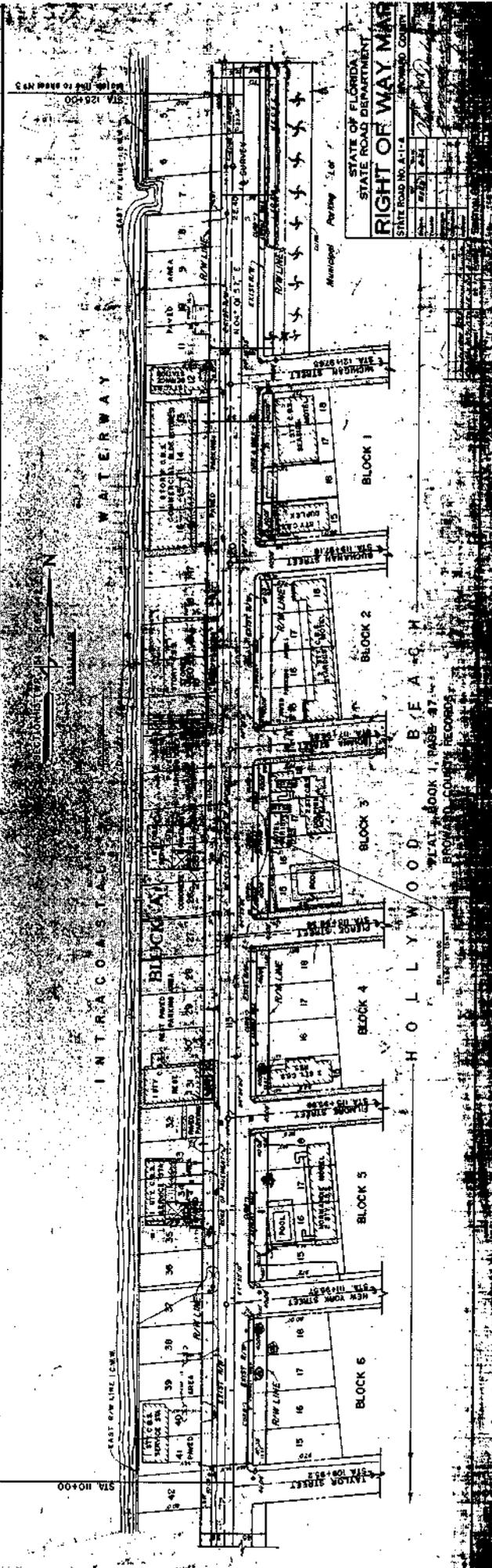
HOLLYWOOD BEACH
 PLAT BOOK 1, PAGE 27
 BROWARD COUNTY RECORDS

-LEGEND-

- WATER VALVE
- GAS VALVE
- ◆ POWER POLE
- ◇ TEL. POLE
- ◆ COMB. POWER & TEL. POLE
- ◆ POLE WITH ANCHOR WIRE
- MANHOLE
- WATER METER
- LIGHT STANDARD
- CATCH BASIN
- CONC. SIDEWALK
- COCONUT OR ROYAL PALM
- CABBAGE PALM OR PALMETTO
- EVERGREEN TREE (PINE & OTHERS)
- HEDGE
- SHRUBS
- BRICK OR C.S. WALL FENCE
- WIRE OR RAIL FENCE
- ADVERTISING SIGN
- FIRE HYDRANT
- OUTLINE OF BUILDINGS
- PROP. RIGHT OF WAY LINE
- EXIST. RIGHT OF WAY LINE
- SURVEY BASE LINE
- LEO
- TELEPHONE BOOTH
- BUILDING ENCROACHMENT

-ABBREVIATIONS-

- R/W RIGHT OF WAY
- CONC. CONCRETE
- WALL WALL
- RAIL RAIL
- IR.R.C. IRON ROD TO CONCRETE
- PIPE PIPE
- P.R.M. REINFORCEMENT
- C.S. CEMENT
- ENC. ENCLOSURE



STATE OF FLORIDA
 STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
 STATE ROAD NO. 1-A-1-E
 BROWARD COUNTY

HOLLYWOOD BEACH
 PLAT BOOK 1, PAGE 27
 BROWARD COUNTY RECORDS

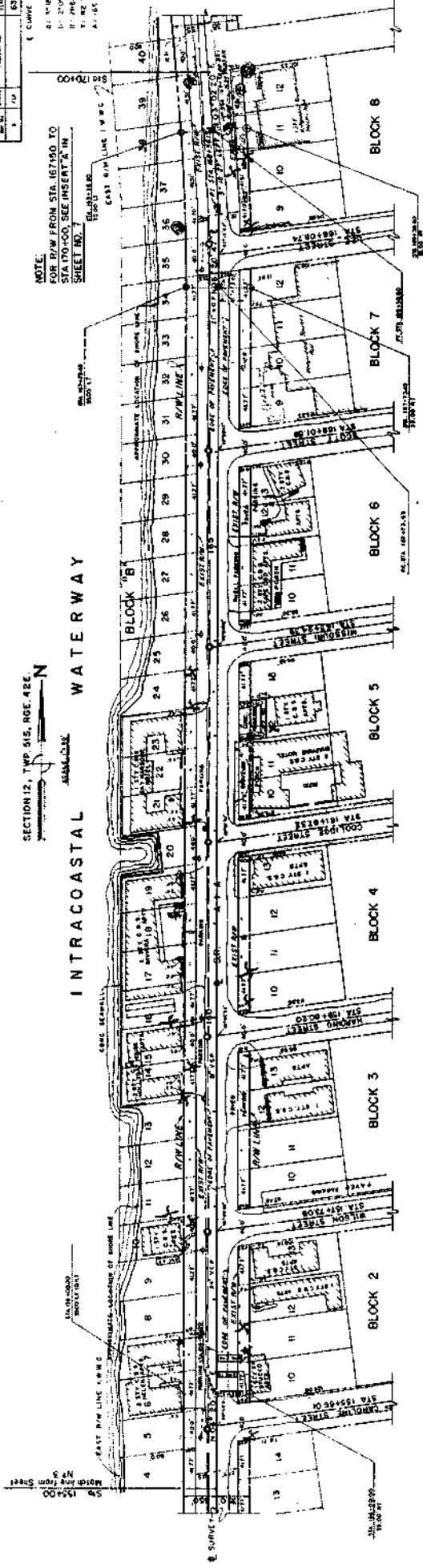
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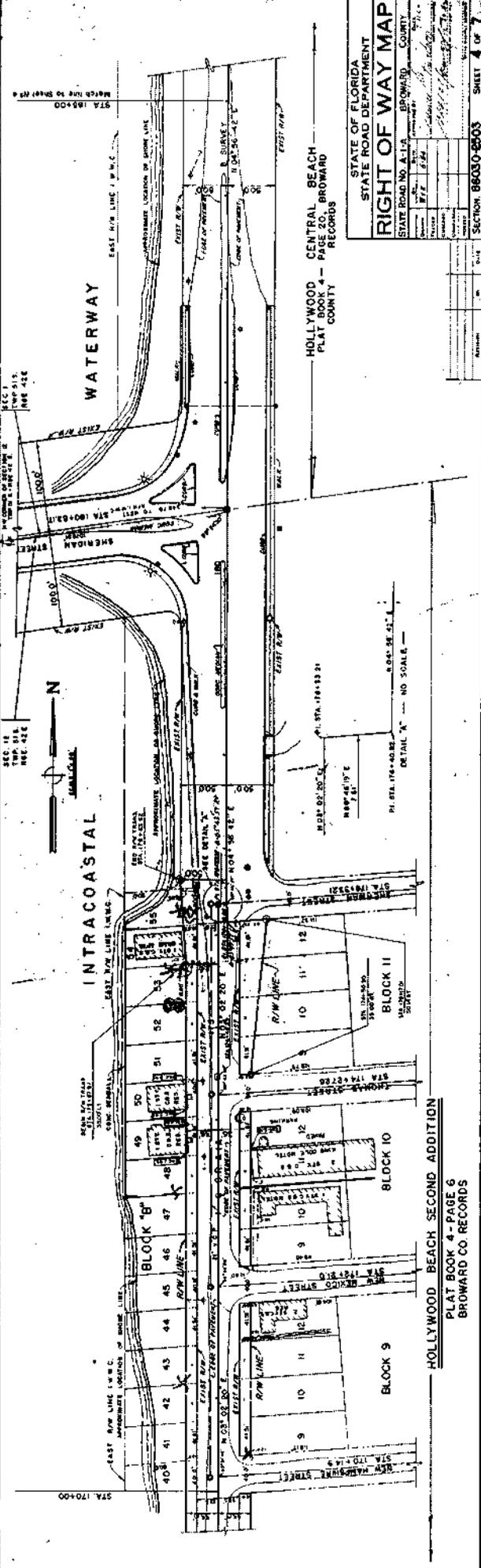
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FOR D/W FROM STA. 167+00 TO
STA. 170+00, SEE INSERT "A" IN
SHEET NO. 3

INTRACOASTAL WATERWAY

SECTION 12, TWP 51S., RGE. 4EE.
N



HOLLYWOOD BEACH SECOND ADDITION
PLAT BOOK 4 - PAGE 6
BROWARD CO. RECORDS

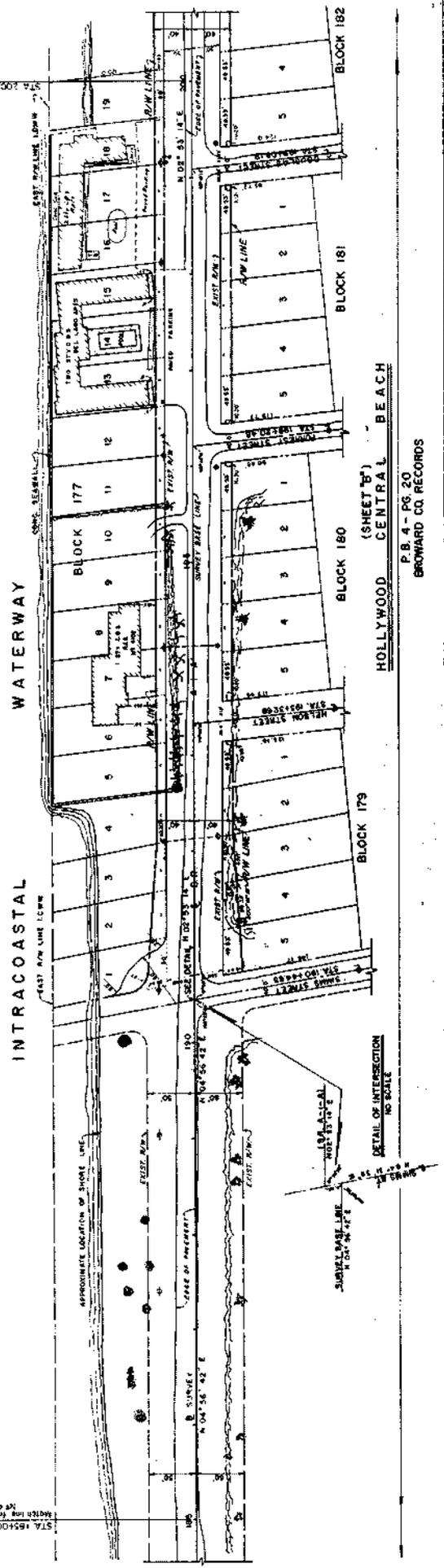


HOLLYWOOD BEACH SECOND ADDITION
PLAT BOOK 4 - PAGE 6
BROWARD CO. RECORDS

STATE OF FLORIDA	
STATE ROAD DEPARTMENT	
RIGHT OF WAY MAP	
STATE ROAD NO.	A-174
COUNTY	BROWARD
SECTION	12
TWP	51S.
RGE.	4EE.
SHEET	4 OF 7
SECTION	86030-0003

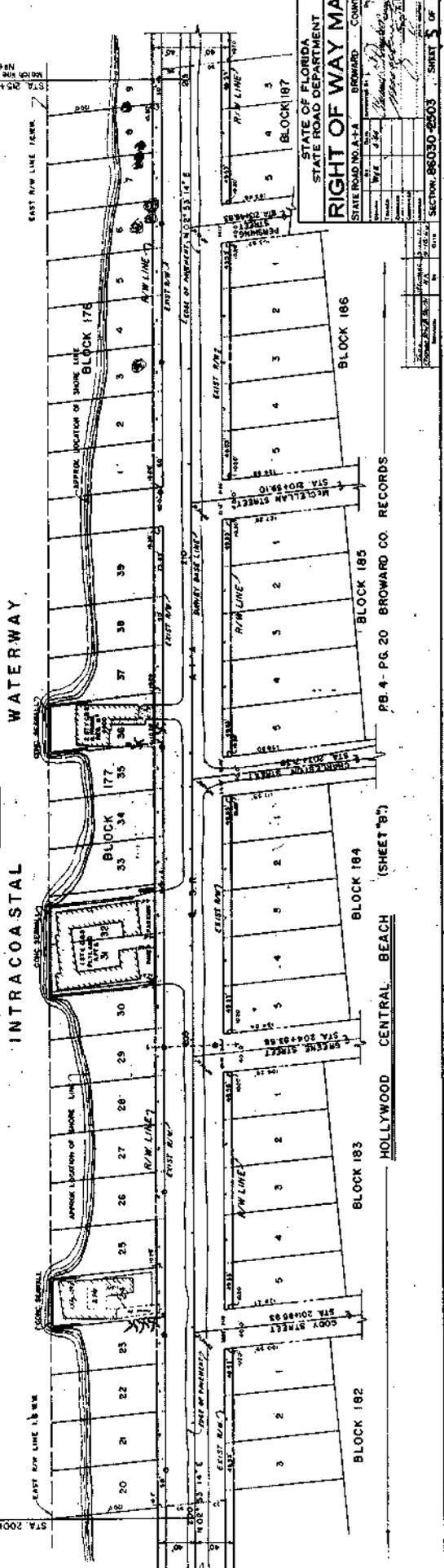
Block 177, 178, 179, 180, 181, 182

SECTION 1, TWP 51S, RGE 42E



P. B. 4 - PG 20
BROWARD CO. RECORDS

SECTION 1, TWP 51S, RGE 42E



P. B. 4 - PG 20
BROWARD CO. RECORDS

STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MA
STATE ROAD NO. 1-A
BROWARD COUNTY

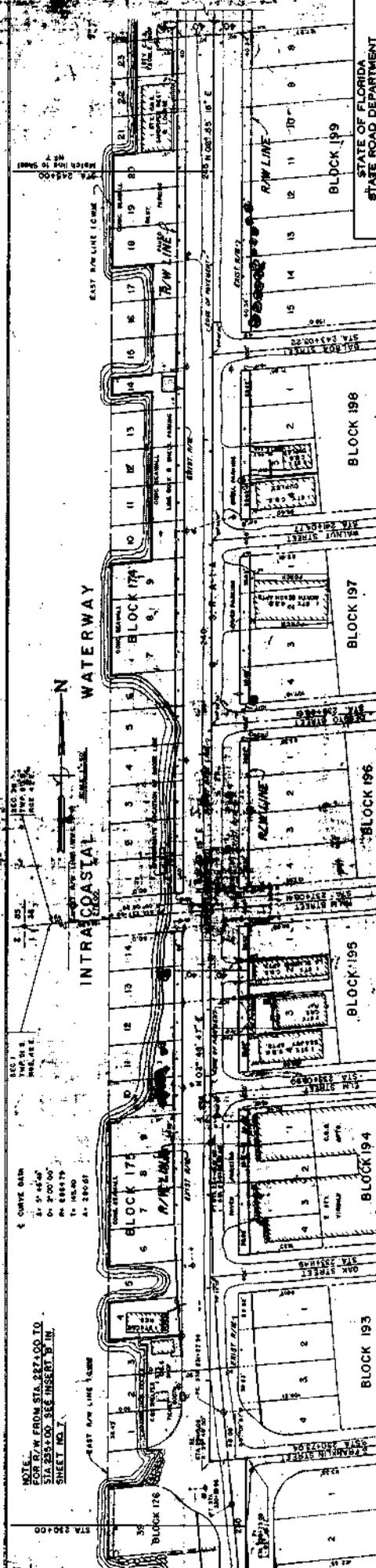
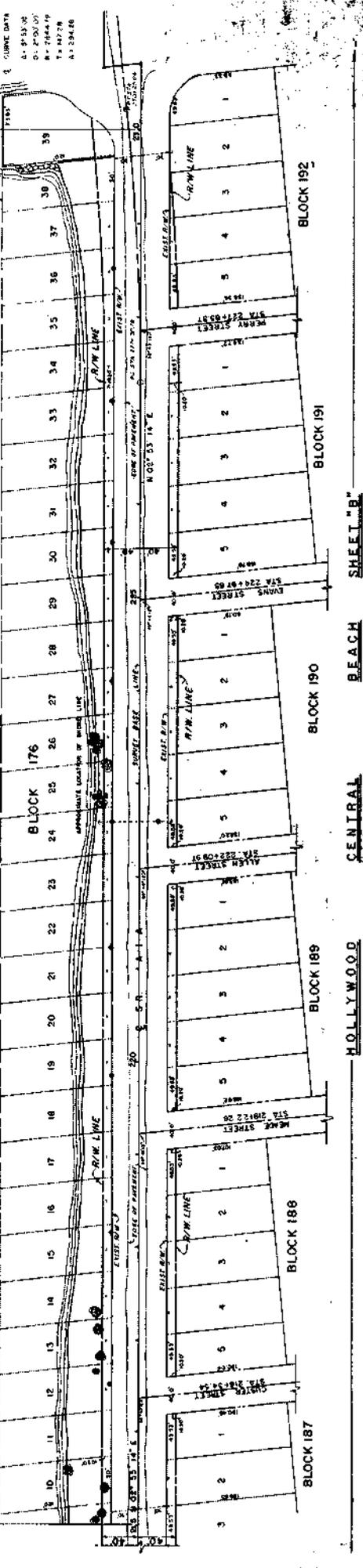
DATE	BY	CHECKED

SECTION: 8030-2503 SHEET: 5 OF 5

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

INTRACOASTAL WATERWAY



STATE OF FLORIDA
 STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

STATE ROAD NO. A-1-A BROWARD COUNTY

SECTION	63	6
SHEET	B	

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

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 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

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 SHEET "B"

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 SHEET "B"

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 SHEET "B"

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 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

SECTION 1, TWP 31 S, RGE 42 E.
 PLAT BOOK 4 - PAGE 20 BROWARD CO RECORDS
 SHEET "B"

NOTE:
 FOR R/W FROM STA. 28240.00 TO
 STA. 2835+00. SEE INSERT "B" IN
 SHEET NO. 1.

NOTE:
 FOR R/W FROM STA. 28240.00 TO
 STA. 2835+00. SEE INSERT "B" IN
 SHEET NO. 1.

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 FOR R/W FROM STA. 28240.00 TO
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 FOR R/W FROM STA. 28240.00 TO
 STA. 2835+00. SEE INSERT "B" IN
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 SHEET NO. 1.

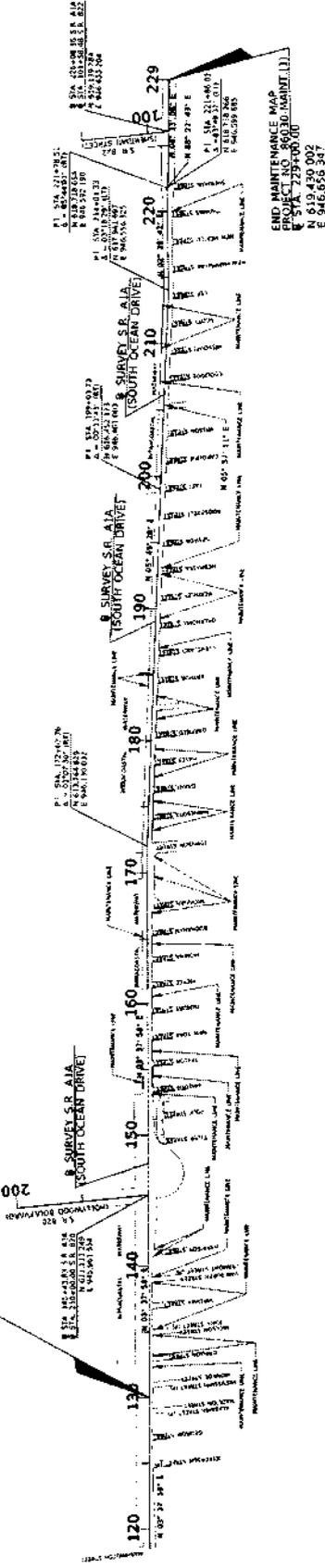
NOTE:
 FOR R/W FROM STA. 28240.00 TO
 STA. 2835+00. SEE INSERT "B" IN
 SHEET NO. 1.

SCALE 1"=400'



CITY OF HOLLYWOOD

BEGIN MAINTENANCE MAP
PROJECT NO. 86030-MAINT(1)
DATE 08/11/00
BY 609.570.520
945.863.732



END MAINTENANCE MAP
PROJECT NO. 86030-MAINT(1)
DATE 08/11/00
BY 609.570.520
945.863.732

KEY MAP

FROM MONROE STREET TO S.R. 822 (SHERBORN STREET)

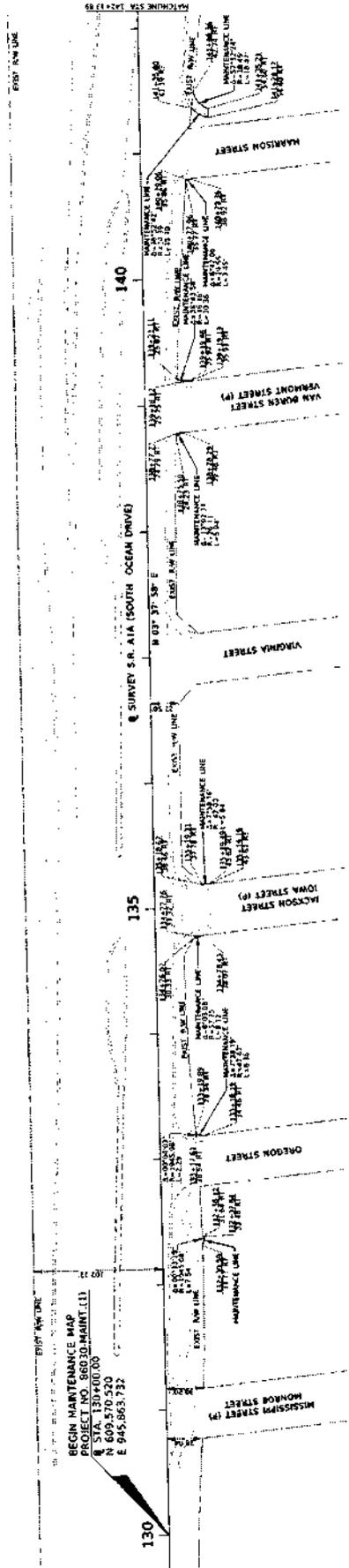
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28	08/11/00	609.570.520		ISSUED
29	08/11/00	609.570.520		ISSUED
30	08/11/00	609.570.520		ISSUED
31	08/11/00	609.570.520		ISSUED
32	08/11/00	609.570.520		ISSUED
33	08/11/00	609.570.520		ISSUED
34	08/11/00	609.570.520		ISSUED
35	08/11/00	609.570.520		ISSUED
36	08/11/00	609.570.520		ISSUED
37	08/11/00	609.570.520		ISSUED
38	08/11/00	609.570.520		ISSUED
39	08/11/00	609.570.520		ISSUED
40	08/11/00	609.570.520		ISSUED
41	08/11/00	609.570.520		ISSUED
42	08/11/00	609.570.520		ISSUED
43	08/11/00	609.570.520		ISSUED
44	08/11/00	609.570.520		ISSUED
45	08/11/00	609.570.520		ISSUED
46	08/11/00	609.570.520		ISSUED
47	08/11/00	609.570.520		ISSUED
48	08/11/00	609.570.520		ISSUED
49	08/11/00	609.570.520		ISSUED
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65	08/11/00	609.570.520		ISSUED
66	08/11/00	609.570.520		ISSUED
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71	08/11/00	609.570.520		ISSUED
72	08/11/00	609.570.520		ISSUED
73	08/11/00	609.570.520		ISSUED
74	08/11/00	609.570.520		ISSUED
75	08/11/00	609.570.520		ISSUED
76	08/11/00	609.570.520		ISSUED
77	08/11/00	609.570.520		ISSUED
78	08/11/00	609.570.520		ISSUED
79	08/11/00	609.570.520		ISSUED
80	08/11/00	609.570.520		ISSUED
81	08/11/00	609.570.520		ISSUED
82	08/11/00	609.570.520		ISSUED
83	08/11/00	609.570.520		ISSUED
84	08/11/00	609.570.520		ISSUED
85	08/11/00	609.570.520		ISSUED
86	08/11/00	609.570.520		ISSUED
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88	08/11/00	609.570.520		ISSUED
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90	08/11/00	609.570.520		ISSUED
91	08/11/00	609.570.520		ISSUED
92	08/11/00	609.570.520		ISSUED
93	08/11/00	609.570.520		ISSUED
94	08/11/00	609.570.520		ISSUED
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96	08/11/00	609.570.520		ISSUED
97	08/11/00	609.570.520		ISSUED
98	08/11/00	609.570.520		ISSUED
99	08/11/00	609.570.520		ISSUED
100	08/11/00	609.570.520		ISSUED

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

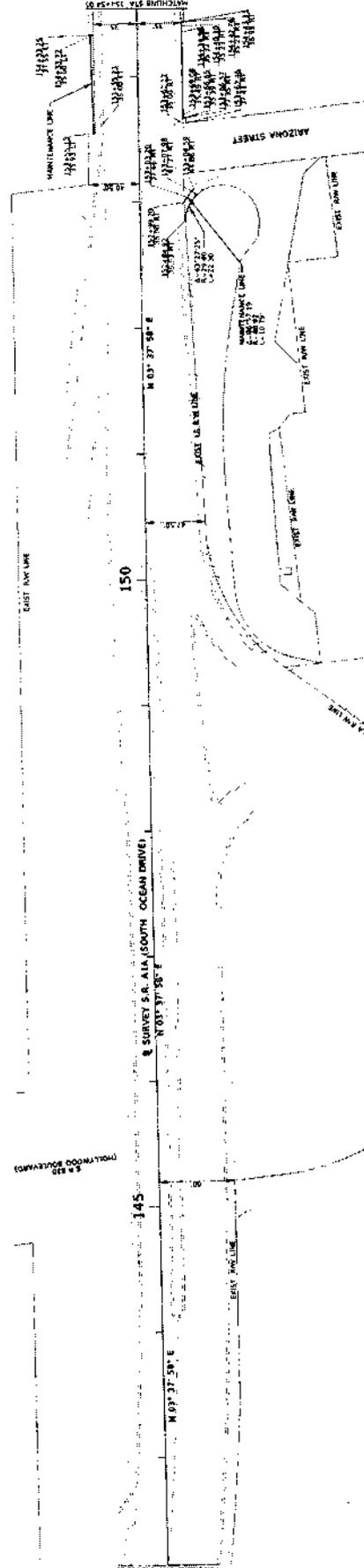
SECTION 86030-MAINT (1)
DATE PREPARED BY: 08/11/00
DATE PLOTTED: 08/11/00
PROJECT NO.: 86030-MAINT (1)
PROJECT NAME: STATE ROAD NO. A.I.A.
COUNTY: BROWARD COUNTY
SHEET NO.: 1 OF 6

CITY OF HOLLYWOOD



BEGIN MAINTENANCE MAP
PROJECT NO. 86030-MAINT.(1)
STA. 130+00.00
E 945,863.732

CITY OF HOLLYWOOD



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

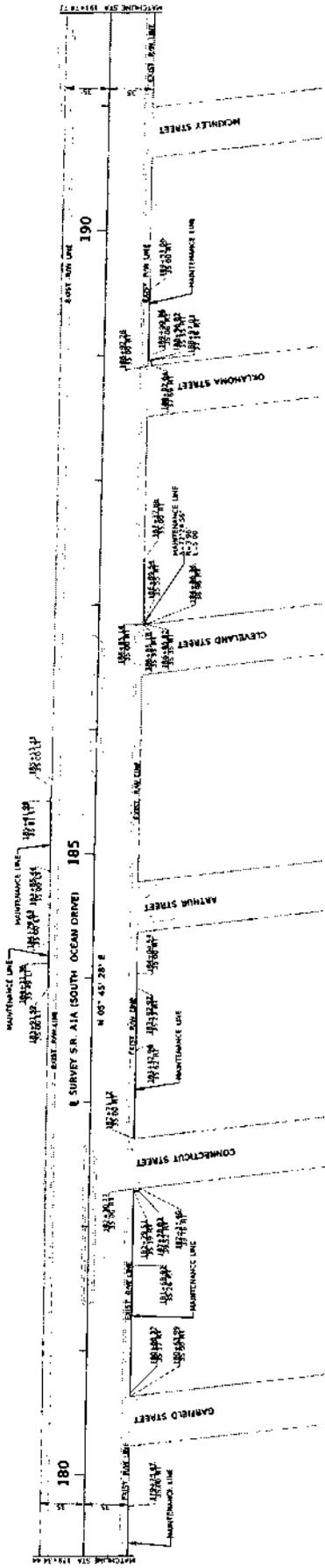
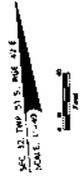
MAINTENANCE MAP

FROM MONROE ST. TO S.R. 822 (SHERIDAN STREET)

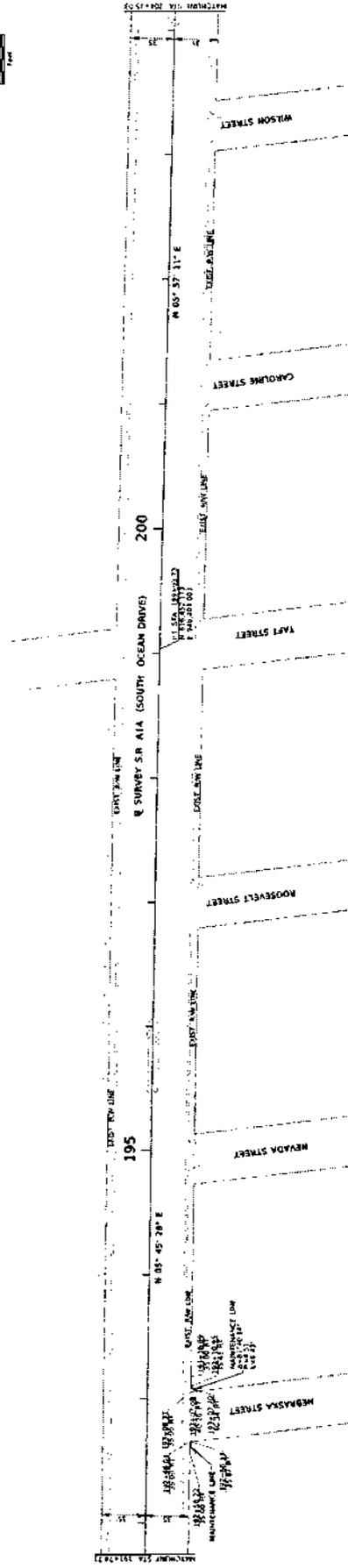
SECTION 86030-MAINT. (1)	SECTION 86030-MAINT. (1)
STATE ROAD NO. A1A	STATE ROAD NO. A1A
BROWARD COUNTY	BROWARD COUNTY
F.P. NO. N/A	F.P. NO. N/A
SHEET 3 OF 6	SHEET 3 OF 6

11/14/2013 10:20:24

CITY OF HOLLYWOOD



CITY OF HOLLYWOOD



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

MAINTENANCE MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

SECTION	13	SECTION 84000-MAINT. (1)	SECTION	13
FED. PROJ. NO.	N/A	FED. PROJ. NO.	N/A	FED. PROJ. NO.
STATE ROAD NO.	A1A	STATE ROAD NO.	A1A	STATE ROAD NO.
COUNTY	DADE COUNTY	COUNTY	DADE COUNTY	COUNTY
TOWNSHIP	18 N	TOWNSHIP	18 N	TOWNSHIP
RANGE	17 W	RANGE	17 W	RANGE
SECTION	13	SECTION	13	SECTION
DATE	04/20/09	DATE	04/20/09	DATE
DRAWN BY	...	DRAWN BY	...	DRAWN BY
CHECKED BY	...	CHECKED BY	...	CHECKED BY
APPROVED BY	...	APPROVED BY	...	APPROVED BY

FROM MORRIS ST. TO S.R. 822 (SHERIDAN STREET)
SHEET 5 OF 6

PROJECT INFO:

18 STORY MIXED USE RESIDENTIAL BUILDING
8 STORY GARAGE AND EVENT AREA AND 2 STORY BEACH CLUB.

LAND DESCRIPTION:

ALL OF BLOCK 9, LESS THE WEST 12.8 FEET THEREOF FOR RIGHT-OF-WAY, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 13, 14 AND 15, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS PORTION OF SAID LOTS FOR ROAD RIGHT OF WAY PER RIGHT OF WAY MAP 12-13 BROWARD COUNTY, LESS ADDITIONAL PORTION OF LOT 14, BLOCK 10 FOR ROAD RIGHT OF WAY PER MISCELLANEOUS MAP 8-197 BROWARD COUNTY.

TOGETHER WITH:

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

TOGETHER WITH:

LOT 17, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT 16, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**CITY OF HOLLYWOOD
PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT
PARK IMPACT FEE APPLICATION**

Pursuant to Chapter 161.07 (G)(1) of the City's Zoning and Land Development Regulations, all persons platting or subdividing land for residential purposes or for hotel/motel purposes or who are required to obtain site plan approval for a residential, hotel or motel development shall be required to pay a park impact fee. This fee is to be used for parks (passive or active open space or recreational facilities) to meet the needs created by the development.

Is this a residential or hotel/motel development? Yes No

If YES was selected please provide the following information. In NO was selected please do not complete application.

(PRINT LEGIBLY OR TYPE)

1. Owners Name: Condra Property Group

2. Project Name: OM Mixed Use Residential

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

4. Contact person: Allen Konstam

5. Contact number: 917 494 9723

6. Type of unit(s): Single Family Multi-Family Hotel/Motel

7. Total number of residential and/or hotel/motel units: 228 Residential units

8. Unit Fee per residential dwelling based on sq. ft.: 91 units @ \$1875; 98 units @ \$2175; 39 units @ \$2375

9. Unit Fee per hotel/motel room: \$1,250.00

10. Total Park Impact Fee: \$476,400.00 Date: 9-5-23

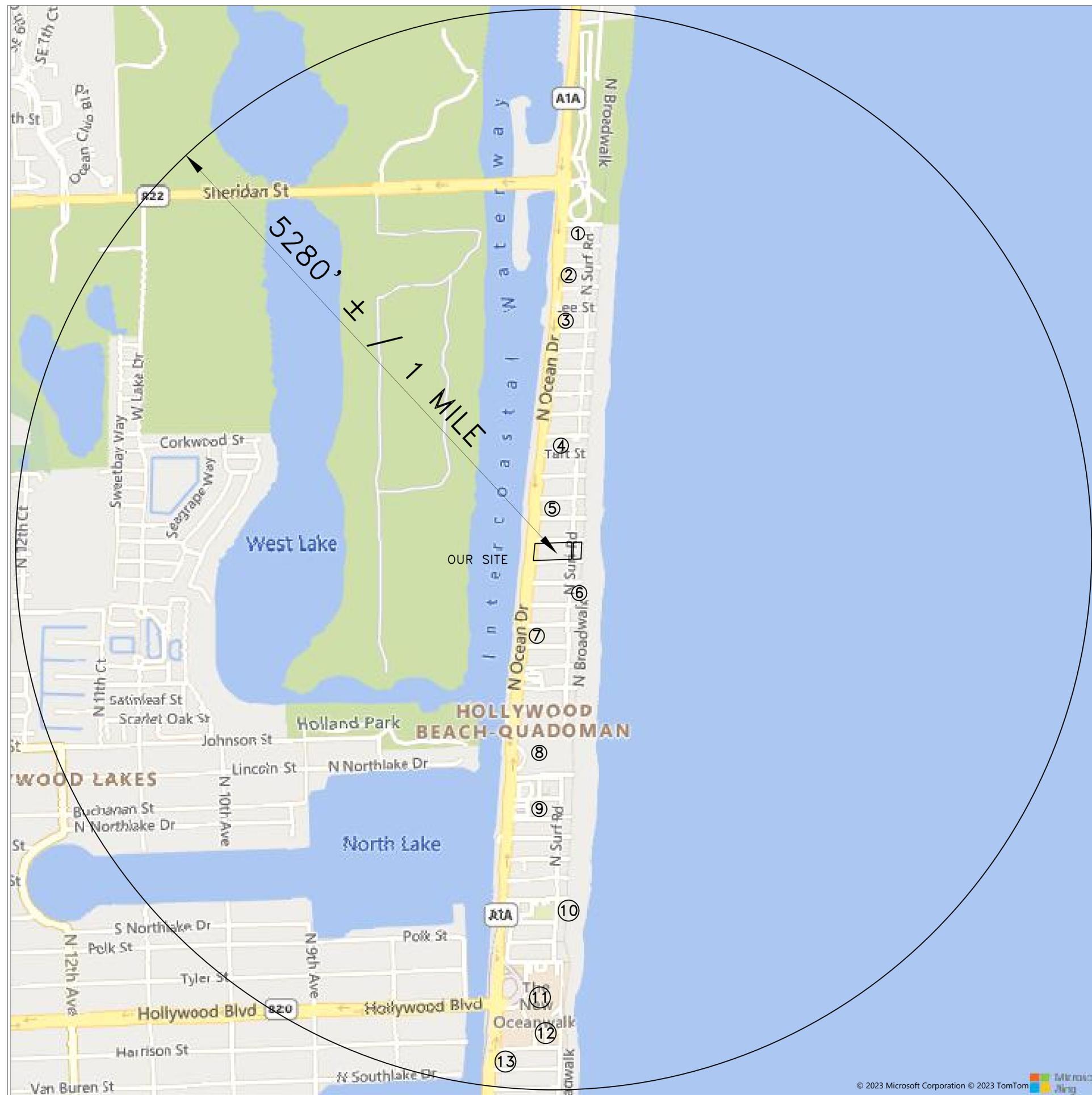
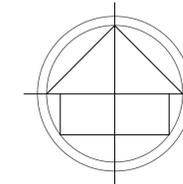
The Park Impact Fee shall be paid in full prior to issuance of a building permit unless the project is to be completed in phases. This application provides an approximate Park Impact Fee however the final Park Impact Fee will be calculated and paid at time of building permit request.

This application (if applicable) should be submitted to the Technical Advisory Committee to obtain Parks, Recreation and Cultural Arts Department approval.

Please contact David Vazquez, Department of Parks, Recreation and Cultural Arts at 954.921.3404 or dvazquez@hollywoodfl.org should there be any questions.



CLIENT :
 CONDR
 PROPERTY



- 1 VILLAS OF POSITANO
3501 N OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=133.6 FEET
- 2 BEACHSIDE RESIDENCES
3319 N OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019
(UNDER CONSTRUCTION)
- 3 HOLLYWOOD TOWERS
3101 N OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=137.7 FEET
- 4 MARRIOTT HOTEL
2501 N OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=119.3 FEET
- 5 NEBRASKA PARKING GARAGE
2301 N OCEAN DRIVE, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=87.8 FEET
- 6 LA PLAYA
1815 N SURF ROAD, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=82.7 FEET
- 7 GARFIELD PARKING GARAGE
398 GARFIELD STREET, HOLLYWOOD, FLORIDA 33019
BUILDING HEIGHT=79.3 FEET
- 8 MARGARITAVILLE RESORT
1111 N OCEAN DR, HOLLYWOOD, FL 33019
BUILDING HEIGHT=188.1 FEET
- 9 CRYSTAL TOWER
322 BUCHANAN ST, HOLLYWOOD, FL 33019
BUILDING HEIGHT=148.0 FEET
- 10 EDGEWATER BEACH TOWER
400 N SURF ROAD, HOLLYWOOD, FL 33019
BUILDING HEIGHT=122.6 FEET
- 11 HISTORIC HOLLYWOOD BEACH RESORT
101 N OCEAN DRIVE, HOLLYWOOD, FL 33019
BUILDING HEIGHT=116.1 FEET
- 12 HOLLYWOOD BEACH TOWER
301 HARRISON STREET, HOLLYWOOD, FL 33019
BUILDING HEIGHT=138.3 FEET
- 13 VICTORIA TOWERS
221 OCEAN DRIVE, HOLLYWOOD, FL 33019
BUILDING HEIGHT=120.7 FEET

OUR SITE: LAND DESCRIPTION:
 ALL OF BLOCK 9, LESS THE WEST 12.8 FEET THEREOF FOR
 RIGHT-OF-WAY, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING
 TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31
 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:
 LOTS 9 AND 10, BLOCK 10 OF "HOLLYWOOD BEACH FIRST
 ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
 PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD
 COUNTY, FLORIDA.

RICHARD E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4188

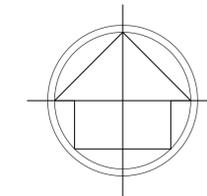
PROJECT NUMBER : 9886-22

NOTES :

- THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
- THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. UNDERGROUND IMPROVEMENTS NOT SHOWN.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- STATE PLANE COORDINATES SHOWN ARE BASED ON THE HORIZONTAL CONTROL NETWORK NAD 83 (90). (NAD 83 (90) IS DEFINED AS THE NORTH AMERICAN DATUM OF 1983 WITH A SUBSEQUENT RE-ADJUSTMENT DONE IN 1990). (STATE PLANE COORDINATES ARE RELATIVE TO THE FLORIDA EAST ZONE COORDINATE SYSTEM).
- BENCHMARK DESCRIPTION : BROWARD COUNTY BENCHMARK #3941 ELEVATION = 8.53' (NAVD88)
- THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN TITLE COMMITMENT ISSUED BY INSURANCE COMPANY, ORDER NO.: WITH AN EFFECTIVE DATE OF AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
- ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
- THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
- THE PROPERTY HAS DIRECT ACCESS TO OKLAHOMA STREET, MCKINLEY STREET AND SURF ROAD, ALL A DEDICATED PUBLIC STREET AS SHOWN ON PLAT BOOK 1, PAGE 31 SAME BEING PAVED AND DEDICATED PUBLIC ROADWAYS MAINTAINED BY THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

- THERE ARE 65 STRIPED PARKING SPACES ON THE PROPERTY, INCLUDING 1 HANDICAP SPACE.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE PROPERTY.
- THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AFFECTING THE PROPERTY, ACCORDING TO BROWARD COUNTY, FLORIDA.
- THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AFFECTING THE PROPERTY.
- THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- NO FIELD DELINEATION OF WETLANDS MARKERS WERE OBSERVED.

ALTA/NSPS LAND TITLE SURVEY

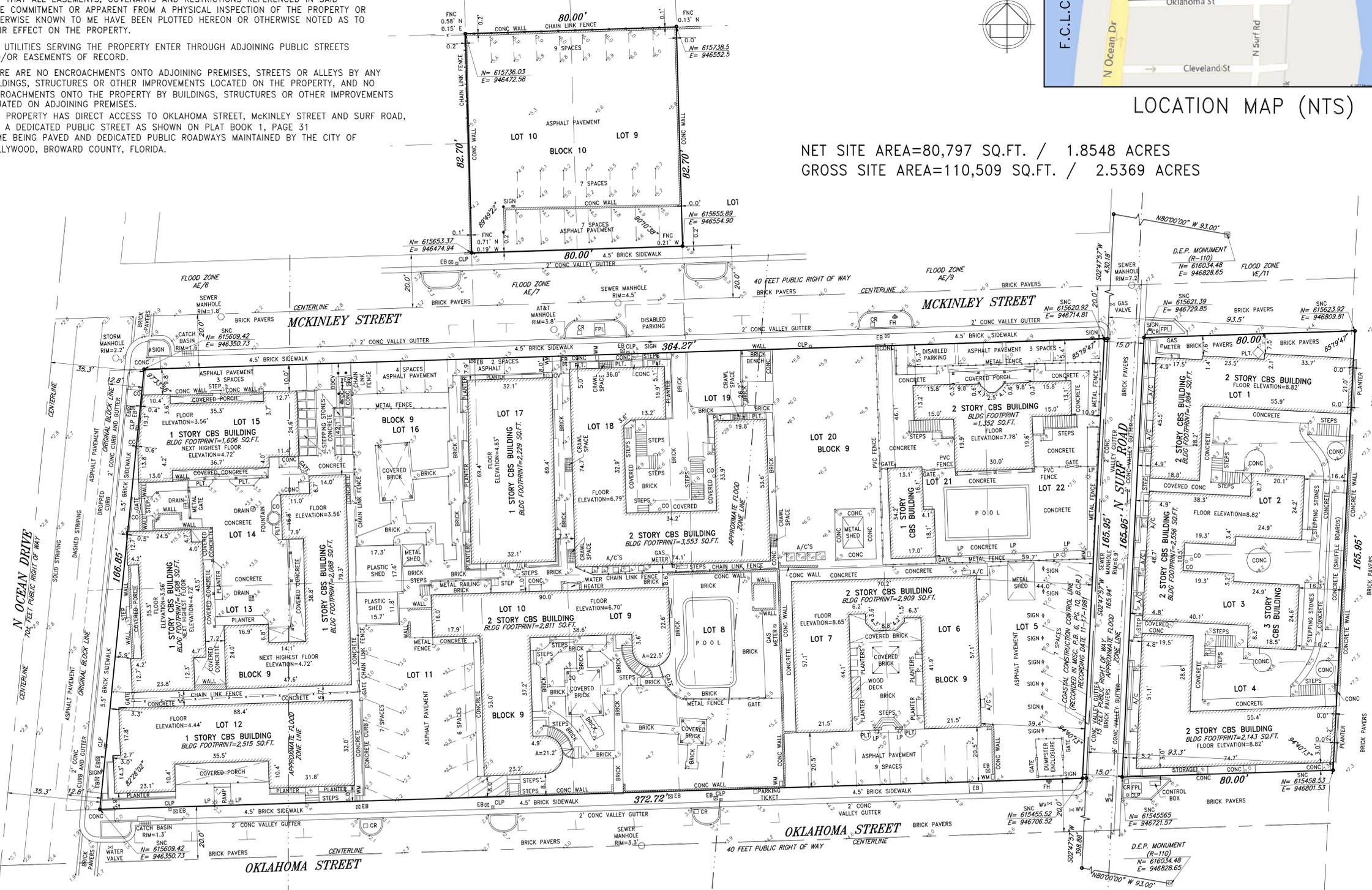


LOCATION MAP (NTS)

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	125113
PANEL NUMBER	0588 H
ZONE	*
BASE FLOOD ELEVATION	*
EFFECTIVE DATE	08/18/14

* SEE SKETCH

NET SITE AREA=80,797 SQ.FT. / 1.8548 ACRES
GROSS SITE AREA=110,509 SQ.FT. / 2.5369 ACRES



LAND DESCRIPTION:

ALL OF BLOCK 9, LESS THE WEST 12.8 FEET THEREOF FOR RIGHT-OF-WAY, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 9 AND 10, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET 5/8" IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
B.C.R.	BROWARD COUNTY RECORDS
-X-	CHAIN LINK/ WOOD FENCE
CBS	CONCRETE BLOCK STRUCTURE
A/C	AIR CONDITIONER
FPL	FLORIDA POWER & LIGHT
-E-	OVERHEAD UTILITY LINES
+E.36	ELEVATION
EB	ELECTRIC BOX
LP	LIGHT POLE
ALTA	AMERICAN LAND TITLE ASSOCIATION
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
DDCV	DOUBLE DETECTOR CHECK VALVE
ICV	IRRIGATION CONTROL VALVE
CO	CLEAN OUT
WM	WATER METER
PLT.	PLANTER
WV	WATER VALVE
CLP	CONCRETE LIGHT POLE
CR	CABLE RISER
FH	FIRE HYDRANT

CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7 (A), (B) AND (C), 8, 9, 13, 14, 16 AND 17 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON DECEMBER 01, 2022.

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954)689-7766

CLIENT :

CONDRA
PROPERTY

ADDRESS:

2007 N OCEAN DRIVE
341 OKLAHOMA STREET
333 OKLAHOMA STREET
309 OKLAHOMA STREET
HOLLYWOOD, FLORIDA 33019

ADDRESS:

324 MCKINLEY STREET
320 MCKINLEY STREET
212 N SURF ROAD
HOLLYWOOD, FLORIDA 33019

REVISIONS		DATE	FB/PG	DWN	CKD
ALTA/NSPS LAND TITLE SURVEY	ADDED NET AND GROSS SITE AREA	12/01/22	SKETCH	AM	REC
		08/15/23	-----	AM	REC

PROJECT NUMBER : 9886-22

SCALE : 1" = 20'

SHEET
1
OF
1
SHEET

NOTES :

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- THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- NO FIELD DELINEATION OF WETLANDS MARKERS WERE OBSERVED.

ALTA/NSPS LAND TITLE SURVEY

LAND DESCRIPTION:

LOTS 13, 14 AND 15, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS PORTION OF SAID LOTS FOR ROAD RIGHT OF WAY PER RIGHT OF WAY MAP 12-13 BROWARD COUNTY, LESS ADDITIONAL PORTION OF LOT 14, BLOCK 10 FOR ROAD RIGHT OF WAY PER MISCELLANEOUS MAP 8-197 BROWARD COUNTY.

TOGETHER WITH:

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

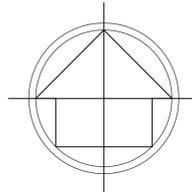
TOGETHER WITH:

LOT 17, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOT 16, BLOCK 10 OF "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:



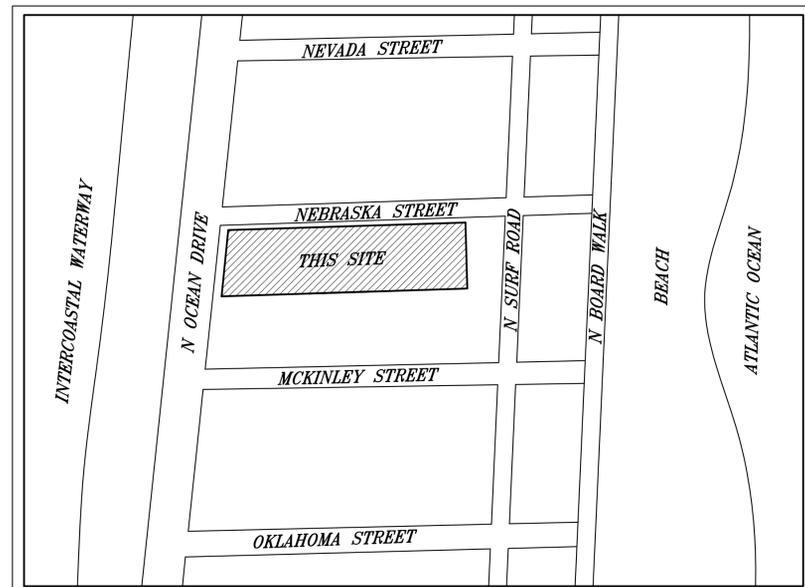
FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	125113
PANEL NUMBER	0588 H
ZONE	*
BASE FLOOD ELEVATION	*
EFFECTIVE DATE	08/18/14

* SEE SKETCH

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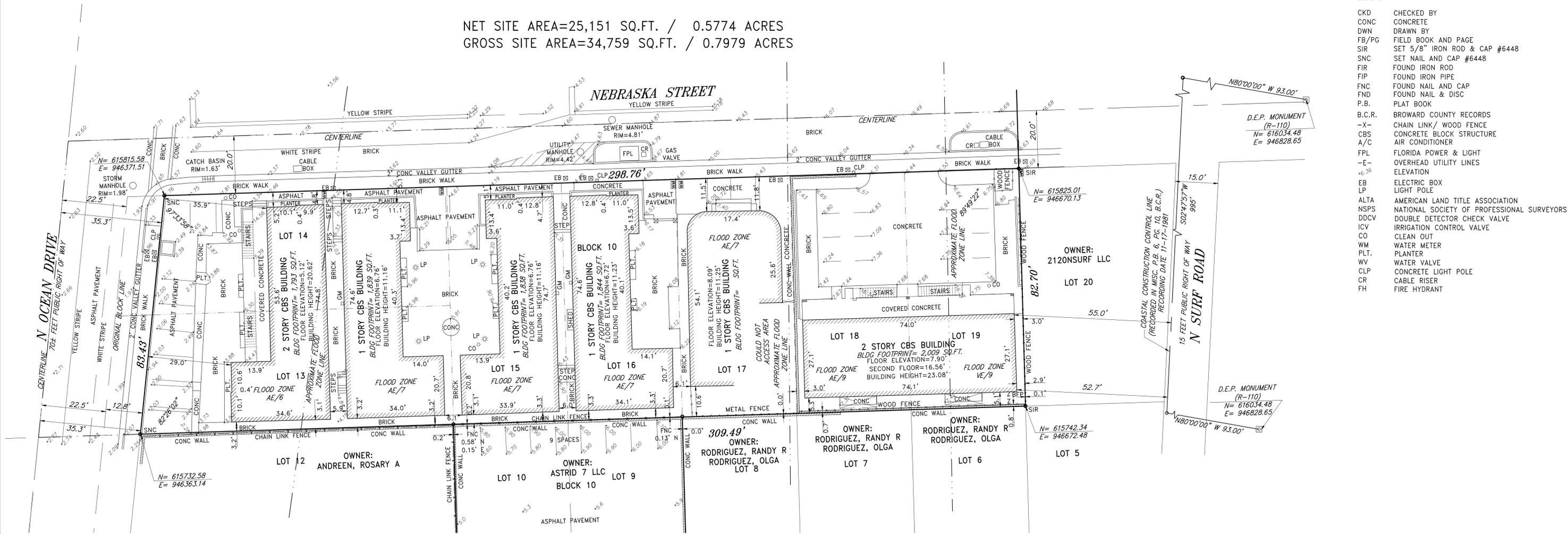
THE FIELDWORK WAS COMPLETED ON JANUARY 25, 2023.

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188



LOCATION MAP (NTS)

NET SITE AREA=25,151 SQ.FT. / 0.5774 ACRES
GROSS SITE AREA=34,759 SQ.FT. / 0.7979 ACRES



LEGEND:

- CKD CHECKED BY
- CONC CONCRETE
- DWN DRAWN BY
- FB/PG FIELD BOOK AND PAGE
- SIR SET 5/8" IRON ROD & CAP #6448
- SNC SET NAIL AND CAP #6448
- FIR FOUND IRON ROD
- FIP FOUND IRON PIPE
- FNC FOUND NAIL AND CAP
- FND FOUND NAIL & DISC
- P.B. PLAT BOOK
- B.C.R. BROWARD COUNTY RECORDS
- X- CHAIN LINK/ WOOD FENCE
- CBS CONCRETE BLOCK STRUCTURE
- A/C AIR CONDITIONER
- FPL FLORIDA POWER & LIGHT
- E- OVERHEAD UTILITY LINES
- +E.36 ELEVATION
- EB ELECTRIC BOX
- LP LIGHT POLE
- ALTA AMERICAN LAND TITLE ASSOCIATION
- NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
- DSCV DOUBLE DETECTOR CHECK VALVE
- ICV IRRIGATION CONTROL VALVE
- CO CLEAN OUT
- WM WATER METER
- PLT PLANTER
- WV WATER VALVE
- CLP CONCRETE LIGHT POLE
- CR CABLE RISER
- FH FIRE HYDRANT

COUSINS SURVEYORS & ASSOCIATES, INC.

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

CLIENT :

ALLEN
KONSTAM

ADDRESS:

2115 N OCEAN DRIVE
320 NEBRASKA STREET
322-324 NEBRASKA STREET
326 NEBRASKA STREET
HOLLYWOOD, FLORIDA 33019

REVISIONS	DATE	FB/PG	DWN	CKD
ALTA/NSPS LAND TITLE SURVEY	01/25/23	SKETCH	AM	REC
ADDED NET AND GROSS SITE AREA	08/15/23	-----	AM	REC

REVISIONS	DATE	FB/PG	DWN	CKD

PROJECT NUMBER : 9921-22

SCALE : 1" = 16'

SHEET
1
OF
1
SHEET