

PARAMOUNT TITLE SERVICES, INC.  
12555 Orange Drive, Suite 216  
Davie, Florida 33330  
Phone: (954) 467-6607 - Fax: (954) 467-3280

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**OWNERSHIP AND ENCUMBRANCE REPORT**

**Search No.: 23-803-1 Update 1**

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

**As to the following described property, to wit:**

**SEE EXHIBIT "A" ATTACHED**

Said Records reflect the present apparent Ownership and all outstanding and potential Encumbrances for the land described above, to wit:

**TITLE HOLDER:** South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida D/B/A Memorial Healthcare System

**ACQUIRED BY:** SEE ATTACHED

**ENCUMBRANCES:** SEE ATTACHED

**NAME SEARCH:** NO SEARCH DONE

**PROPERTY INDEX NO.:** SEE ATTACHED

The foregoing Ownership and Encumbrance Report reflects a comprehensive search of the Public Records of Broward County, Florida, showing the present Ownership for the real property described above, together with all outstanding Encumbrances and potential Encumbrances affecting said lands. This report is not to be construed as an opinion of title.

CERTIFIED from Earliest Public records through the 28<sup>th</sup> day of March 2024, at 11:00 O'clock P.M.

Paramount Title Services, Inc.

  
Evelyn Branas  
Examiner

PARAMOUNT TITLE SERVICES, INC.

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

The East 40 feet of Lot 3 together with all of Lots 4 through 6 and 33 through 35 inclusive, Block 15 together with the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37, inclusive, and the adjoining 15 foot alley, all in Block 16; together with all of Lots 1 through 5 and 33 through 37, inclusive, and the adjoining 15 foot alley, all in Block 17; together with portion of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida.

Parcel 2:

All of Blocks 46, 47, 48, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 82, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 83, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 84, and Lots 13 through 18 inclusive, Block 85, of HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida.

TOGETHER WITH air rights for aerial pedestrian bridge crossings as set forth in Ordinance recorded in Official Record Book 45964, Page 1375, Public Records of Broward County, Florida.

TOGETHER with vacated 110 foot portion of alley within Block 15 as set forth in Ordinance recorded in Official Record Book 48015, Page 989, Public Records of Broward County, Florida.

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**ACQUIRED BY:**

**QUIT CLAIM DEED:** Adolph Goodman and Miriam Goodman, his wife and Herman Goodman and Rose Marie Goodman, his wife TO South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida, dated October 18, 1951, filed February 15, 1952 in Deed Book 763, Page 615.

**WARRANTY DEED:** I.M. Barton, a widower TO South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida, dated September 28, 1951, filed February 15, 1952 in Deed Book 763, Page 621.

**WARRANTY DEED:** Elizabeth Hodge Richardson, a widow TO South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida, dated October 11, 1951, filed February 15, 1952 in Deed Book 763, Page 625.

**WARRANTY DEED:** Arthur E. Everett and Mary A. Everett, his wife and Emma B. Everett TO South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida, dated October 19, 1951, filed February 15, 1952 in Deed Book 763, Page 627.

**WARRANTY DEED:** Thomas A. McGarrity, Sr. and Clara Travis, a widow TO South Broward Hospital District, a Florida body corporate and political subdivision of the State of Florida, dated October 28, 1951, filed February 15, 1952 in Deed Book 763, Page 631.

**SPECIAL WARRANTY DEED:** Hollywood Land Company, Inc., a Florida corporation TO South Broward Hospital District, dated February 9, 1952, filed February 15, 1952 in Deed Book 763, Page 635.

**DEED:** Home Seekers Realty Company, a Florida corporation TO South Broward Hospital District, dated February 9, 1952, filed February 15, 1952 in Deed Book 763, Page 643.

**DEED:** Cecil B. Hall, individually and as Trustee under the provisions of a certain trust agreement dated January 1, 1977, and as Trustee under Revocable Living Trust dated October 10, 1989, and joined by his wife Mariam A. Hall TO South Broward Hospital District, a Florida Special Tax district, dated, July 19, 1995, filed August 22, 1995 in O.R. Book 23820, Page 514.

**DEED:** Cecil B. Hall, a/k/a C.B. Hall, individually and as Trustee under Revocable Living Trust dated October 10, 1989, and joined by his wife Mariam A. Hall TO South Broward Hospital District, a Florida Special Tax district, dated, July 19, 1995, filed August 22, 1995 in O.R. Book 23820, Page 520.

**WARRANTY DEED:** Allan Wolfowitz TO South Broward Hospital District, a Florida Special Tax district, dated February 26, 1996, filed March 1, 1996 in O.R. Book 24552, Page 130.

**WARRANTY DEED:** Gwenn M. O'Neill f/k/a Gwenn M. Frigaard, joined by her husband Brent O'Neill TO South Broward Hospital District, dated July 7, 2016, filed July 12, 2016, Under Instrument No. 113806298.

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**WARRANTY DEED:** Durapack, Intellectual Properties, Inc., a Florida corporation TO South Broward Hospital District, dated August 16, 2016, filed August 17, 2016, Under Instrument No. 113878281.

**WARRANTY DEED:** Raul Joglar, a single man TO South Broward Hospital District, dated August 22, 2016, filed August 22, 2016, Under Instrument No. 113885493.

**WARRANTY DEED:** Juan A. Vazquez and Della Vazquez, husband and wife TO South Broward Hospital District d/b/a Memorial Healthcare System, dated August 21, 2016, filed August 31, 2016, Under Instrument No. 113906378.

**WARRANTY DEED:** Joseph P. Gerbino and Maria F. Gerbino, husband and wife TO South Broward Hospital District, dated June 1, 2017, filed June 1, 2017, Under Instrument No. 114418524.

**WARRANTY DEED:** Luis Garcia and Carmen Cruz, husband and wife TO South Broward Hospital District, dated July 24, 2017, filed July 24, 2017, Under Instrument No. 114519765.

**WARRANTY DEED:** Khani a/k/a Susan Khani Howell, a married woman, joined by her husband Charles Howell TO South Broward Hospital District d/b/a Memorial Healthcare System, dated October 11, 2017, filed October 12, 2017, Under Instrument No. 114658523.

**WARRANTY DEED:** Katuzhka Asanza, a married woman, individually and as Trustee of the Katuzhka Asanza Trust u/t/d 10-3-94 TO South Broward Hospital District d/b/a Memorial Healthcare System, dated September 24, 2018, filed September 25, 2018, Under Instrument No. 115344662.

**WARRANTY DEED:** Matthew Stevens and Sandra Stevens a/k/a Matthew C. Stevens and Sandra Fogel Stevens, husband and wife TO South Broward Hospital District d/b/a Memorial Healthcare System, dated May 7, 2019, filed May 10, 2019, Under Instrument No. 115797203.

**WARRANTY DEED:** Carol Stevens Szabo a/k/a Carol A. Szabo, a single woman TO South Broward Hospital District d/b/a Memorial Healthcare System, dated March 15, 2021, filed November 16, 2021, Under Instrument No. 117738112.

**WARRANTY DEED:** Rita F. Miller, a single woman TO South Broward Hospital District d/b/a Memorial Healthcare System, dated May 10, 2023, filed May 10, 2023, Under Instrument No. 118847631.

**OWNERSHIP AND ENCUMBRANCE REPORT**

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**ENCUMBRANCES:**

1. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Hollywood Hills**, Plat Book 6, Page 22, Public Records Broward County, Florida.
2. **DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO E.G. Everett, dated May 15, 1944, filed in Deed Book 453, Page 165.
3. **DEED:** Board of Commissioners of Everglades Drainage District TO Hollywood, Inc., dated September 14, 1945, filed September 17, 1945 in Deed Book 499, Page 213.
4. **DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO Hollywood, Inc., dated September 14, 1945, filed October 3, 1945 in Deed Book 501, Page 112.
5. **DEED:** Board of Commissioners of Everglades Drainage District TO M.S. Rios, dated June 4, 1946, filed June 13, 1946 in Deed Book 542, Page 100.
6. **DEED:** Board of Commissioners of Everglades Drainage District TO Hollywood Investment Company, dated September 6, 1946, filed September 12, 1946 in Deed Book 553, Page 304.
7. **DEED:** Board of Commissioners of Everglades Drainage District TO Luther Dykes, dated September 6, 1946, filed September 12, 1946 in Deed Book 553, Page 329.
8. **DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO Hollywood Investment Company, October 9, 1946, filed October 9, 1946 in Deed Book 557, Page 114.
9. **DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO Luther Dykes, October 9, 1946, filed October 9, 1946 in Deed Book 557, Page 133.
10. **COUNTY DEED:** County of Broward, State of Florida TO A. Goodman, dated August 19, 1947, filed August 20, 1947 in Deed Book 597, Page 426.
11. **DEED:** Board of Commissioners of Everglades Drainage District TO Arthur E. Everett and Mary A. Everett, his wife and Emma B. Everett, dated October 10, 1951, filed in Deed Book 763, Page 611.
12. **ORDINANCE:** City Commission of the City of Hollywood, Florida TO the Public, dated November 13, 1951, filed February 17, 1952 in Deed Book 764, Page 208.
13. **DEED:** South Broward Hospital District, a political subdivision of the State of Florida TO City of Hollywood, a Florida municipal corporation, dated June 25, 1958, filed July 14, 1958 in O.R. Book 1266, Page 351.
14. **EASEMENT:** Hollywood, Inc. TO Florida Power & Light Company, dated September 3, 1958, filed September 3, 1958 in O.R. Book 1306, Page 114.

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15. **EASEMENT:** Marvin Allen, Jean N. Allen, Cecil Hall and Nancy Hall, individually and as Trustee TO Florida Power & Light Company, dated September 27, 1968, filed November 8, 1968 in O.R. Book 3787, Page 91.
16. **EASEMENT:** Donald Sheffel, Victor Hochberg, Joseph M. Hopen, Jack Yeslow and Albert J. Kellert TO Florida Power & Light Company, dated November 9, 1970, filed November 30, 1970 in O.R. Book 4360, Page 279.
17. **EASEMENT:** South Broward Hospital District TO Florida Power & Light Company, dated July 26, 1972, filed August 21, 1973 in O.R. Book 5412, Page 365.
18. **EASEMENT:** South Broward Hospital District TO Florida Power & Light Company, dated June 27, 1973, filed August 21, 1973 in O.R. Book 5412, Page 380.
19. **EASEMENT:** Marvin Allen and Jean Allen, his wife, Joseph Angella and Diane Angella, his wife, Kent Butler and Gail Butler, his wife, Raul Winick and Dorothy Winick, his wife TO Florida Power & Light Company, dated October 18, 1976, filed December 10, 1976 in O.R. Book 6829, Page 389.
20. **EASEMENT:** Memorial Hospital TO Florida Power & Light Company, dated November 19, 1984, filed December 20, 1984 in O.R. Book 12209, Page 44.
21. **EASEMENT:** South Broward Hospital District, a Florida special taxing district TO Southern Bell Telephone and Telegraph Company, a Georgia corporation, dated September 6, 1989, filed September 29, 1989 in O.R. Book 16802, Page 985.
22. **CERTIFICATION (City of Hollywood Regular City Commission Meeting):** Martha S. Lambos, CMC, City Clerk TO the Public, dated April 9, 1993, filed September 4, 1993 in O.R. Book 21079, Page 7.
23. **RESOLUTION:** Board of County Commissioners of Broward County, Florida TO the Public, dated September 14, 1993, filed November 11, 1993 in O.R. Book 21384, Page 16.
24. **MEMORANDUM OF LEASE:** South Broward Hospital District, a political subdivision of the State of Florida AND McDonald's Corporation, a Delaware corporation, dated December 6, 1993, filed April 1, 1994 in O.R. Book 21948, Page 101.
25. **COVENANT NOT TO COMPETE:** South Broward Hospital District, a political subdivision of the State of Florida TO the Public, dated January 3, 1994, filed April 1, 1994 in O.R. Book 21948, Page 107.
26. **EASEMENT:** Memorial Hospital TO Florida Power & Light Company, dated May 12, 1994, filed June 9, 1994 in O.R. Book 22243, Page 958.

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27. **ACKNOWLEDGEMENT OF EASEMENT FOR COMMON DRIVEWAY:** Yale Citrin and Georgia Citrin, his wife AND Allan Wolfowitz, dated March 17, 1995, filed April 7, 1995 in O.R. Book 23316, Page 350.
28. **EASEMENT:** South Broward Hospital District, a Florida independent special district TO City of Hollywood, a Florida municipal corporation TO City of Hollywood, a Florida municipal corporation, dated July 24, 1996, filed August 13, 1996 in O.R. Book 25258, Page 799.
29. **EASEMENT:** South Broward Hospital District, a Florida special taxing district TO Florida Power & Light Company, dated May 15, 1996, filed September 19, 1996 in O.R. Book 25416, Page 973.
30. **DECLARATION OF UNITY OF TITLE:** South Broward Hospital District, a Florida special taxing district TO City Commission of the City of Hollywood, dated August 19, 1996, filed October 28, 1996 in O.R. Book 25577, Page 88.
31. **RESOLUTION:** City Commission of the City of Hollywood, Florida TO the Public, dated August 4, 1996, filed June 16, 1997 in O.R. Book 26575, Page 280.
32. **LIEN AND SECURITY AGREEMENT:** South Broward Hospital District d/b/a Memorial Healthcare Systems, a Florida special district TO State of Florida Department of Health, dated January 15, 1999, filed January 15, 1999 in O.R. Book 29155, filed 910.
33. **LIEN AND SECURITY AGREEMENT:** South Broward Hospital District d/b/a Memorial Healthcare Systems, a Florida special district TO State of Florida Department of Health, dated January 9, 2001, filed February 1, 2001 in O.R. Book 31237, Page 927.
34. **RESOLUTION:** Development Review Board of the City of Hollywood, Florida TO the Public, dated June 26, 2003, filed July 9, 2003 in O.R. Book 35557, Page 1298.
35. **EASEMENT AGREEMENT:** Allen Family Limited Partnership, a Florida limited partnership AND South Broward Hospital District, a Florida special taxing district, dated January 12, 2005, filed February 8, 2005 in O.R. Book 39025, Page 642.
36. **RESOLUTION:** Development Review Board of the City of Hollywood, Florida TO the Public, dated August 4, 2006, filed August 15, 2006 in O.R. Book 42590, Page 1399.
37. **RESOLUTION:** Development Review Board of the City of Hollywood, Florida TO the Public, dated February 13, 2007, filed February 19, 2007 in O.R. Book 43623, Page 445.
38. **RESOLUTION:** Development Review Board of the City of Hollywood, Florida TO the Public, dated June 26, 2007, filed July 3, 2007 in O.R. Book 44283, Page 1069.
39. **EASEMENT:** South Broward Hospital District, a Florida independent special district TO Florida Power & Light Company, dated May 19, 2008, filed May 29, 2008 in O.R. Book 45404, Page 321.

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40. **ORDINANCE:** City Commission of the City of Hollywood, Florida TO the Public, dated January 7, 2009, filed February 5, 2009 in O.R. Book 45964, Page 1348.
41. **RESOLUTION:** Development Review Board of the City of Hollywood, Florida TO the Public, dated April 2, 2009, filed April 6, 2009 in O.R. Book 46111, Page 239.
42. **CONVEYANCE AGREEMENT:** City of Hollywood, a political subdivision of the State of Florida AND South Broward Hospital District, a Florida special taxing district, dated June 25, 2009, filed June 25, 2009 in O.R. Book 46332, Page 809.
43. **DECLARATION OF UNITY OF TITLE:** South Broward Hospital District, a Florida independent special taxing district and unit of local government TO City Commission of the City of Hollywood, dated August 17, 2009, filed August 19, 2009 in O.R. Book 46465, Page 713.
44. **FIRST AMENDMENT TO INTERLOCAL AGREEMENT:** South Broward Hospital District, a Florida independent special taxing district and unit of local government TO City of Hollywood, a Florida municipal corporation, dated August 24, 2009, filed September 1, 2009 in O.R. Book 46494, Page 91.
45. **EASEMENT:** South Broward Hospital District TO Florida Power & Light Company, dated October 6, 2009, filed October 8, 2009 in O.R. Book 46579, Page 428.
46. **EASEMENT:** South Broward Hospital District TO Florida Power & Light Company, dated October 6, 2009, filed October 8, 2009 in O.R. Book 46579, Page 433.
47. **EASEMENT:** South Broward Hospital District, a political subdivision of the State of Florida TO City of Hollywood, a Florida municipal corporation, dated November 11, 2009, filed December 10, 2009 in O.R. Book 46724, Page 747.
48. **EASEMENT:** South Broward Hospital District, a political subdivision of the State of Florida TO City of Hollywood, a Florida municipal corporation, dated November 11, 2009, filed December 10, 2009 in O.R. Book 46724, Page 752.
49. **EASEMENT:** South Broward Hospital District, a political subdivision of the State of Florida TO City of Hollywood, a Florida municipal corporation, dated November 11, 2009, filed December 10, 2009 in O.R. Book 46724, Page 757.
50. **RECLAIMED WATER AGREEMENT:** City of Hollywood, a Florida municipal corporation AND South Broward Hospital District, a Florida special tax district, dated December 7, 2010, filed December 17, 2010 in O.R. Book 47593, Page 1149.
51. **RECLAIMED WATER LINE CONVEYANCE AGREEMENT:** City of Hollywood, a Florida municipal corporation AND South Broward Hospital District, a Florida special tax district, dated December 7, 2010, filed December 17, 2010 in O.R. Book 47593, Page 1159.



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52. **PERMANENT EASEMENT:** South Broward Hospital District TO City of Hollywood, a Florida municipal corporation, dated April 1, 2011, filed April 12, 2011 in O.R. Book 47841, Page 340.
53. **UTILITY EASEMENT:** South Broward Hospital District TO City of Hollywood, a political subdivision of the State of Florida, dated April 8, 2011, filed April 12, 2011 in O.R. Book 47841, Page 363.
54. **UTILITY EASEMENT:** 3449 Johnson Street, LLP, a Florida limited liability limited partnership TO City of Hollywood, a political subdivision of the State of Florida, dated June 1, 2011, filed June 8, 2011 in O.R. Book 47963, Page 572.
55. **CORRECTIVE PERMANENT EASEMENT:** South Broward Hospital District TO City of Hollywood, a Florida municipal corporation, dated June 30, 2011, filed June 30, 2011 in O.R. Book 48011, Page 374.
56. **EASEMENT AGREEMENT:** 3449 Johnson Street, LLP, a Florida limited liability limited partnership AND South Broward Hospital District, a Florida special tax district, dated June 30, 2011, filed June 30, 2011 in O.R. Book 48011, Page 389.
57. **RESOLUTION:** Planning and Development Board of the City of Hollywood, Florida TO the Public, dated March 30, 2016, filed April 11, 2016, Under Instrument No. 113621042.
58. **RESOLUTION:** Planning and Development Board of the City of Hollywood, Florida TO the Public, dated November 9, 2016, filed December 5, 2016, Under Instrument No. 114077074.
59. **UNDERGROUND EASEMENT (BUSINESS):** South Broward Hospital District d/b/a Memorial Healthcare System TO Florida Power & Light Company, dated June 21, 2017, filed June 2, 2017, Under Instrument No. 114461284.
60. **UTILITY EASEMENT:** South Broward Hospital District d/b/a Memorial Healthcare System, a Florida independent special taxing district TO City of Hollywood, a political subdivision of the State of Florida, dated July 17, 2017, filed July 20, 2017, Under Instrument No. 114513873.
61. **RESOLUTION:** Planning and Development Board of the City of Hollywood, Florida TO the Public, dated March 15, 2018, filed March 30, 2018, Under Instrument No. 114982639.
62. **NOTICE OF COMMENCEMENT:** South Broward Hospital District ATTN: Property Management TO Miami Wrecking, dated June 29, 2023, filed July 19, 2023, Under Instrument No. 118989453.
63. **NOTICE OF COMMENCEMENT:** South Broward Hospital District ATTN: Property Management TO Miami Wrecking, dated June 29, 2023, filed July 19, 2023, Under Instrument No. 118989471.

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64. **NOTICE OF COMMENCEMENT:** South Broward Hospital District ATTN: Property Management TO Advanced Roofing, Inc., dated July 5, 2023, filed August 8, 2023, Under Instrument No. 119029017.
65. **NOTICE OF COMMENCEMENT:** South Broward Hospital District ATTN: Property Management TO Advanced Roofing, Inc., dated October 19, 2023, filed October 19, 2023, Under Instrument No. 119177739.
66. **NOTICE OF COMMENCEMENT:** South Broward Hospital District ATTN: Property Management TO US Asphalt , dated March 13, 2024, filed March 13, 2024, Under Instrument No. 119449229.

**TAX INFORMATION:**

**PROPERTY INDEX NO.:** 5142-07-02-1000  
**CURRENT TAXES:** \$33,901.09  
**STATUS:** Paid

**PROPERTY INDEX NO.:** 5142-07-01-1690  
**STATUS:** Exempt

**PROPERTY INDEX NO.:** 5142-07-01-1510  
**STATUS:** Exempt

**PROPERTY INDEX NO.:** 5142-07-01-1498  
**CURRENT TAXES:** Exempt

**PROPERTY INDEX NO.:** 5142-07-01-1290  
**CURRENT TAXES:** \$5,119.34  
**STATUS:** Paid

**PROPERTY INDEX NO.:** 5142-07-01-1250  
**CURRENT TAXES:** \$3,979.26  
**STATUS:** Paid

**PROPERTY INDEX NO.:** 5142-07-01-1130  
**CURRENT TAXES:** \$1,828.14  
**STATUS:** Paid

453149

DEED 763 PAGE 615

QUIT-CLAIM DEED

FARGO'S FORM 8

PAPER PUBLISHING CORPORATION  
MIAMI 24, FLORIDA

This Indenture, Made this 18th day of October A. D. 1951

BETWEEN ADOLPH GOODMAN and MIRIAM GOODMAN, his wife, and HERMAN GOODMAN and ROSE MARIE GOODMAN, his wife, of the County of

Wayne and State of Michigan, part 1st. of the first part, and SOUTH BROWARD HOSPITAL DISTRICT, a body corporate and political subdivision of the State of Florida, 2136 Hollywood Boulevard, Hollywood, of the County of Broward and State of Florida, part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid by the said part 2nd. of the second part, the receipt whereof is hereby acknowledged, has, ye. . . remised, released and quit-claimed, and by these presents do. . . remise, release and quit-claim unto the said part 2nd. of the second part and its successors forever, all the right, title, interest, claim and demand which the part 1st. of the first part has in and to the following described lot, place, or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:



Lot Sixteen (16) in Block Forty-eight (48), and Lot Fifteen (15) in Block Eighty-four (84) of HOLLYWOOD HILLS, according to the plat thereof recorded in Plat Book 6, page 22, of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said part 1st. of the first part either in law or equity, to the only proper use, benefit and behoof of the said part 2nd. of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said part 1st. of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us:

Chas. R. Bagart (Seal)  
Albert L. Moon (Seal)  
Adolph Goodman (Seal)  
Miriam Goodman (Seal)  
Herman Goodman (Seal)  
Rose Marie Goodman (Seal)

STATE OF MICHIGAN DEED 763 PAGE 616  
COUNTY OF WAYNE

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

to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

AND I FURTHER CERTIFY, That the said known to me

is the wife of the said ADOLPH GOODMAN on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Detroit

County of Wayne and State of Michigan, this 11th day of October, A. D. 19 51

My commission expires:

July 13, 1954

Chris Bogart  
Notary Public, State of Michigan

STATE OF FLORIDA, COUNTY OF BROWARD

This instrument filed for record on 10/11/51 and recorded in Book 163 of Page 62 RECORD VERIFIED.

NOTARY PUBLIC  
STATE OF FLORIDA  
I, Chris Bogart, Notary Public for the State of Florida, do hereby certify that the foregoing instrument was filed for record and being duly acknowledged and proven, I have recorded the same in the public records of said County.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
Deed \_\_\_\_\_  
To \_\_\_\_\_  
From \_\_\_\_\_  
Date \_\_\_\_\_  
Book \_\_\_\_\_  
Page \_\_\_\_\_  
Gert. claim Fern

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, HERMAN GOODMAN and ROSE MARIE GOODMAN, his wife, to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Detroit, County of Wayne and State of Michigan, this 11th day of October, A.D., 1951.

Chris Bogart  
Notary Public  
State of Michigan

My commission expires: 7-13-54

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

WARRANTY DEED  
(STATUTE)  
453143

# Warranty Deed

This Indenture, Made this 28th day of September, A.D. 1951,

BETWEEN I. M. BARTON, a widower,

of the County of Jefferson, in the State of Alabama, of the first part, and:

AND E. H. BISHOP, a body corporate and political subdivision of the State of Florida, 2136 Hollywood Boulevard, Hollywood, of the County of Dade, in the State of Florida, part 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 valued to said party of the second part, the receipt whereof is hereby acknowledged, granted, bargained and sold to the said party of the second part, heirs and assigns, forever, the following described land, situate, lying and being in the County of Jefferson and State of Florida, to-wit:

Lot 12 (16), Block 11, Subdivision 11, of the City of Jacksonville, Florida, as shown on the plat thereof recorded in the Public Records of the County of Duval, Florida, said plat being in the Public Records of the County of Duval, Florida.



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

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

Signed, sealed and delivered in presence of us:

*M. C. Barton*  
*Zula M. Nelson*  
*William Johnson*

*I. M. Barton* (Seal)  
A widower (Seal)

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.



State of ALABAMA

County of JEFFERSON

I, J. A. Moore, Notary Public, do hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, I. M. BARTON, a widower to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at Birmingham, Alabama  
County of Jefferson and State of Alabama, this 28th  
day of September, A. D. 1951.  
My commission expires: December 8, 1951

*J. A. Moore*

Notary Public, State of ALABAMA,  
Alabama, At Large

WARRANTY DEED

FROM

TO

Part of

State of Florida,  
County of

Clerk of the Circuit Court in and for said county,  
hereby certify that the foregoing deed has this  
day been duly recorded in the public records of  
said County, in Book \_\_\_\_\_ Page \_\_\_\_\_  
WITNESS my hand and seal this  
day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

CLERK OF CIRCUIT COURT  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA, COUNTY OF BROWARD  
This instrument has been recorded in Book 763  
Page 622 of the Public Records of Broward County, Florida  
on the 28th day of September, 1951.  
FEB 15 4 54 PM 1952

453143

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

WARRANTY DEED (STATUTORY)

PAPCO'S FORM 6

PAPCO PUBLISHING CORPORATION MIAMI 28, FLORIDA

453115

# Warranty Deed

This Indenture, Made this 11<sup>th</sup> day of October, A.D. 1951.

BETWEEN ELIZABETH HODGE RICHARDSON, a Widow

of the County of Sumter, South Carolina, in the State of ~~South Carolina~~, party of the first part, and

SOUTH BROWARD HOSPITAL DISTRICT, a body corporate and political subdivision of the State of Florida, 2136 Hollywood Boulevard, Hollywood,

of the County of Broward, in the State of Florida, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations ~~therein~~, to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors ~~and assigns~~ and assigns, forever, the following described land, situate, lying and being in the County of Broward and State of Florida, to-wit:

Lot Fifteen (15) of Block Eighty-three (83) of HOLLYWOOD HILLS, according to the plat thereof recorded in Plat Book 6, page 22 of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida.



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

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

Signed, sealed and delivered in presence of us:

*[Handwritten signatures of witnesses]*

*Elizabeth Hodge Richardson* (Seal)  
A Widow (Seal)

State of ~~MISSISSIPPI~~ SOUTH CAROLINA

County of SUMTER

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ELIZABETH HODOE RICHARDSON, a WIDOW to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at Pinewood,

County of Sumter and State of South Carolina, this 11<sup>th</sup> day of October, A.D. 19 51

My commission expires:

*Frank M. Reed*

At Pleasure of Governor

Notary Public, State of South Carolina

CLERK OF SUMTER COUNTY  
STATE OF SOUTH CAROLINA  
CLERK OF CHANCERY COURT  
STATE OF SOUTH CAROLINA

State of Florida  
County of  
Clerk of the Circuit Court in and for said county, hereby certify that the foregoing deed has this day been duly recorded in the public records of said County, in Book Page  
WITNESS my hand and seal this  
A. D. 19

State of Florida  
County of

TO

FROM

Warranty Deed

FOR IS A 50 MI 1952

433145

STATE OF FLORIDA, COUNTY OF BROWARD  
This instrument filed for record on 10/15/51 and recorded in Book 263 on 10/15/51. RECORD VERIFIED  
TED CAROT, Clerk of the Circuit Court



1331-16

763-227

# Warranty Deed

This Indenture, made this 17<sup>th</sup> day of October, A.D. 1961.

BETWEEN **ARTHUR E. EVERETT and MARY A. EVERETT, his wife, and  
LIMA H. EVERETT,**

of the County of **Broward**, in the State of Florida, parties of the first part, and  
**SOUTH BROWARD HOSPITAL DISTRICT**, a body corporate and political  
subdivision of the State of Florida, 2136 Hollywood Boulevard,  
Hollywood,

of the County of **Broward**, in the State of Florida, party of the second part.

**WITNESSETH**, That the said party 1st of the first part, for and in consideration of the sum of  
Ten Dollars and other good and valuable considerations ~~to them~~  
in hand paid by the party of the second part, the receipt whereof is hereby  
acknowledged, have granted, bargained and sold to the said party of the second part, its  
successors ~~and assigns forever~~, the following described land, situate, lying and being in the  
County of **Broward** and State of Florida, to-wit:

Lot Fifteen (15), Block Eighty-two (82) of  
HOLLYWOOD HILLS, according to the plat  
thereof recorded in Plat Book 6, page 22  
of the Public Records of Broward County,  
Florida; said land situate, lying and  
being in Broward County, Florida.

And the said party 1st of the first part do hereby fully warrant this said land, and will defend  
the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of us:

Arthur E. Everett  
Mary A. Everett  
Lima H. Everett

Arthur E. Everett (S)  
Mary A. Everett (S)  
Lima H. Everett (S)



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, ARTHUR L. EVERETT and HARI A. EVERETT, his wife, to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Hollywood County of Broward and State of Florida this 19th day of October A.D. 1951. My commission expires: E. Louise M. Duffie

Notary Public, State of Florida.

STATE OF FLORIDA, COUNTY OF BROWARD

This instrument filed for record on 10/19/51 was recorded in Book 10000 Page 10000 RECORD VERIFIED.

Notary seal for E. Louise M. Duffie, Notary Public, State of Florida. The seal includes the text 'I HEREBY CERTIFY' and 'TO'.

133113

STATE OF North Carolina )
COUNTY OF Henderson )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ANNA B. EVERETT, to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Hendersonville County of Henderson, and State of North Carolina, this 15th day of October, A.D., 1951.

My commission expires: March 17, 1952

Notary Public State of North Carolina

703 10/31

431149

# Warranty Deed

This Instrument, made this 27 day of October, A.D. 1951

BETWEEN THOMAS A. McGANITY, SR. and CLARA TRAVIS, a widow,

of the County of Philadelphia, in the State of Pennsylvania, part 1st of the first part, and  
SOUTH MIAMI HOSPITAL DISTRICT, a body corporate and political subdivision of the State of Florida, 2130 Hollywood Boulevard, Hollywood,  
of the County of Broward, in the State of Florida, part 2 of the second part.

**WITNESSETH**, That the said portion of the first part, for and in consideration of the sum of ten dollars and other good and valuable considerations, has to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged. And the said party of the second part, its successors and assigns, forever, the following described land, situate, lying and being in the County of Broward and State of Florida, to-wit:

Lot sixteen (16), Block Eighty-two (82), of Subdivision No. 11113, according to the plat thereof recorded in Plat Book 11, page 22 of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida.



And the said portion of the first part do hereby fully warrant this to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of us:  
Nelson H. Graves  
Phyllis E. Edwards

Thomas A. McGanity, Sr.  
Clara Travis, a widow

REC 763 no 632

State of PENNSYLVANIA

County of PHILADELPHIA

I Henry Gertig do hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, T. J. A. A. ...

as he well knows to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Philadelphia,

County of Philadelphia and State of Pennsylvania, this 27th day of

October, A.D. 1951.

My commission expires on 7, 1952 and was issued at Harrisburg, Pa.

Thomas A. ... Notary Public, Harrisburg, Pa. State of Pennsylvania

STATE OF FLORIDA, COUNTY OF ...

Notary Public, State of Florida

Notary Public, State of Florida

State of PENNSYLVANIA County of PHILADELPHIA

I HENRY GERTIG do hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CLARA ...

WITNESS my hand and official seal at Philadelphia, County of Philadelphia and State of Pennsylvania, this ... day of October, A.D., 1951.

My commission expires on ...

Notary Public, State of Pennsylvania

1951

194 10 14  
40  
1943  
14

SPECIAL WARRANTY DEED

453159

DEED 783 PAGE 635

THIS INDENTURE, Made this 9th day of February, A. D. 1952,  
between HOLLYWOOD LAND COMPANY, INC., a corporation existing under the  
laws of the State of Florida, having its principal place of business in  
the County of Broward and State of Florida, and lawfully authorized to  
transact business in the State of Florida, party of the first part, and  
SOUTH BROWARD HOSPITAL DISTRICT, 2136 Hollywood Boulevard, Hollywood,  
of the County of Broward and State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in  
consideration of the sum of Ten Dollars (\$10.00) and other good and  
valuable considerations to it in hand paid by the said party of the  
second part, the receipt whereof is hereby acknowledged, has granted,  
bargained, and sold to the party of the second part, its successors and  
assigns forever, the following described land situate, lying and being  
in the County of Broward and State of Florida, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Seven  
(7), Eight (8), Ten (10), Eleven (11), Sixteen (16), Seven-  
teen (17), Twenty (20), Twenty-two (22), Twenty-three (23),  
and Twenty-four (24) of Block Forty-six (46);

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight  
(8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen  
(13), Fourteen (14), Fifteen (15), Eighteen (18), Twenty  
(20), Twenty-one (21), Twenty-two (22), Twenty-three (23)  
and Twenty-four (24), Block Forty-seven (47);

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six  
(6), Seven (7), Eight (8), Nine (9), Ten (10), Eighteen (18),  
Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22),  
Twenty-three (23) and Twenty-four (24), Block Forty-eight  
(48);

Lot Fifteen (15), Block Forty-eight (48);

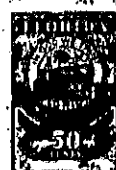
Lots Thirteen (13), Seventeen (17), Eighteen (18), Nineteen  
(19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-  
three (23) and Twenty-four (24), Block Eighty-two (82)

Lots Thirteen (13), Fourteen (14), Eighteen (18), Nineteen  
(19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-  
three (23) and Twenty-four (24), Block Eighty-three (83);

Lots Sixteen (16), Eighteen (18), Nineteen (19), Twenty (20),  
Twenty-one (21), Twenty-two (22), Twenty-three (23) and  
Twenty-four (24), Block Eighty-four (84);

ALL in HOLLYWOOD HILLS, according to the plat thereof recorded  
in Plat Book 6, page 22 of the Public Records of Broward County,  
Florida.

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 claiming by, through or under the Grantor herein.



MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice President and its corporate seal to be affixed the day and year first above written.

HOLLYWOOD LAND COMPANY, INC.

(corporate seal)

By Stanley M. Beckerman  
Vice President

Signed, Sealed and Delivered in the Presence of:

Ben [Signature]

[Signature]

STATE OF FLORIDA, COUNTY OF BROWARD

this instrument filed for record 15 day

of Feb 1952 in book 763

of page 636. RECORDED & VERIFIED

[Signature]

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, That on this 7 day of February, A. D. 1952, before me personally appeared STANLEY M. BECKERMAN Vice President of Hollywood Land Company, Inc., a corporation under the laws of the State of Florida, to be known to be the person described in and who executed the foregoing conveyance to SOUTH BROWARD HOSPITAL DISTRICT and he acknowledged the execution thereof to be his free act and deed as such officers, for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Hollywood in the County of Broward and State of Florida, the day and year last aforesaid.



Stanley M. Beckerman

My Commission Expires June 13, 1953  
Notary Public, State of Florida at Large  
Bonded by American Surety Co. of N. Y.

453155

This Indenture, Made this 7<sup>th</sup> day of February

A. D. 1952, between HOME SEEKERS REALTY COMPANY  
a corporation existing under the laws of the State of Florida, party of the  
first part, and SOUTH BROWARD HOSPITAL DISTRICT  
whose permanent address is 2136 Hollywood Boulevard, Hollywood,  
of the County of Broward and State of Florida, party  
of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of  
Ten Dollars and other good and valuable considerations  
in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged,  
both received, released and quit-claimed, and by these presents doth remise, release and quit-claim  
unto the said part Y of the second part, and its successors  
title, interest, claim and demand which the said party of the first part hath 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:

ALL of the platted streets, alleys, avenues and walks  
as shown on the plat of Hollywood Hills recorded in  
Plat Book 6, page 22, Public Record County, Florida;  
said streets, alleys, avenues and walks being located  
in the City of Hollywood, Broward County, Florida,  
and specifically described as follows: Beginning  
at the Southeast (SE) corner of Block Forty-eight (48)  
and running in a westerly direction to the Southwest  
(SW) corner of Lot Thirteen (13), Block Eighty-two (82);  
thence in a northerly direction to the Northwest (NW)  
corner of Lot Twenty-four (24), Block Eighty-four (84);  
thence running in an easterly direction to the Northeast  
(NE) corner of Block Forty-six (46); thence in a South-  
erly direction to the point of beginning.

To Have and to Hold the same together with all and singular the appurtenances there-  
unto belonging or in anywise appertaining, and all the estate, right, title, interest and claim what-  
soever of the said party of the first part, either in law or equity, to the only proper use, benefit and  
behalf of the said part Y of the second part, its successors

In Witness Whereof, the said party of the first part has caused  
these presents to be signed in its name by its Vice  
President, and its  
corporate seal to be affixed, this 7<sup>th</sup> day of February  
the day and year above written.



(Corporate Seal)

HOME SEEKERS REALTY COMPANY

By *[Signature]* Vice President



Witness:  
Signed, Sealed and Delivered in Our Presence:  
*[Signatures]*

MEMO: Legibility of writing,  
typing or printing unsatisfactory in  
this document when microfilmed.

State of FLORIDA

County of BROWARD

I Hereby Certify, That on this 9th day of February A. D. 1952, before me personally appeared STANLEY M. BECKERMAN Vice President and of HOME HENKERS REALTY COMPANY, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to SOUTH BROWARD HOSPITAL DISTRICT and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Hollywood in the County of Broward and State of Florida this day and year last aforesaid.

Louise Cisy (Seal)



Notary Public - State of Florida - My Commission Expires June 15, 1954 Bonded by American Surety Co. of N.Y.

For the State of Florida, Notary Public, Commission Expires June 15, 1954

DEED'S FORM R. E. 42 FROM CORPORATION TO

Quit-Claim Deed

133155

STATE OF FLORIDA, COUNTY OF BROWARD This instrument filed for record on page 644 and recorded in book 123 on page 123. RECORDED VERIFIED. JED CABOT, Clerk of the Circuit Court

1952 FEB 11 AM 12:22



DOC. STAMPS-DEED\$ 547.40

WARRANTY DEED  
STATUTORY  
F.S. 689.02

RECEIVED IN BROWARD COUNTY  
B. JACK OSTERHOLT  
COUNTY ADMINISTRATOR

Return to:

Name: FRED J. WARD, P.A.  
203 Transflorida Bank Building  
Address: 499 Sheridan Street  
Danis, Florida 33004  
(305) 920-9882

This Instrument Prepared by:  
John M. Bernazzoli, Esq.  
2734 Polk Street, Suite H  
Hollywood, Florida 33020

Property Appraisers Parcel  
Identification (Folio) Number(s):  
1207-01-125.0

Grantee(s) S.S. #(s):

(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.)

THIS INDENTURE, Made this 19<sup>th</sup> day of July, A.D. 1995,  
BETWEEN CECIL B. HALL, Individually, and as Trustee under the  
provisions of a certain trust agreement dated January 1, 1977, and as  
Trustee under Revocable Living Trust dated October 10, 1989, joined by  
his wife MIRIAM A. HALL, of the County of Broward, in the State of  
Florida, parties of the first part, and SOUTH BROWARD HOSPITAL  
DISTRICT, a Special Tax District Under the Laws of the State of  
Florida of the County of Broward, in the State of Florida, whose  
post office address is  
3501 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021  
party of the second part.

WITNESSETH, That the said parties of the first part, for and in  
consideration of the sum of Ten and no/100-----(\$10.00)-----Dollars,  
to them in hand paid by the said party of the second part,  
heirs and assigns forever, the following described land, situate, and  
being in the County of Broward State of Florida, to wit:

All of my undivided 50% interest in and to:

Lot Thirty-One (31), in Block Fifteen (15), of  
HOLLYWOOD HILLS, a Subdivision, according to  
the Plat thereof, as recorded in Plat Book 6,  
Page 22, of the Public Records of Broward  
County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations  
and easements of record, if any; zoning ordinances affecting  
said property; and taxes for 1995 and subsequent years.

And the said parties 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 parties of the first part have  
hereunto set our hands and seals the day and year first above written.

BK23820P60514

CC  
②

Signed, sealed and delivered  
in the presence of:

Witness Signature

John M. Bernazzoli  
Printed Name

Nora B. Sara  
Witness Signature

Nora B. Sara  
Printed Signature

Witness Signature

John M. Bernazzoli  
Printed Name

Nora B. Sara  
Witness Signature

Nora B. Sara  
Printed Name

Cecil B. Hall L.S.  
Grantor Signature

CECIL B. HALL  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

Miriam A. Hall L.S.  
Co-Grantor Signature, if any

MIRIAM A. HALL  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

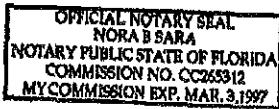
STATE OF FLORIDA ) I hereby Certify that on this  
COUNTY OF BROWARD ) day, before me, an officer duly  
authorized to administer oaths and take acknowledgments, personally  
appeared CECIL B. HALL, individually, and as Trustee under the  
provisions of a certain trust agreement dated January 1, 1977, and as  
Trustee under Revocable Living Trust dated October 10, 1989, joined  
by his wife MIRIAM A. HALL,  
known to me to be the person a described in and who executed the  
foregoing instrument, who acknowledged before me that they  
executed the same, that I relied upon the following form of  
identification of the above-named person : personal knowledge  
and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last  
aforesaid this 19<sup>th</sup> day of July, A.D. 1995.

Notary Rubber Stamp Seal

Nora B. Sara  
Notary Signature

Nora B. Sara  
Printed Notary Signature



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

BK23820PG0515

95-361017  
08-22-95 02:38PM

WARRANTY DEED  
STATUTORY  
F.S. 689.02

DOC. STAMPS-DEED# 8203.30

RECEIVED IN BROWARD COUNTY  
B. JACK OSTERHOLT  
COUNTY ADMINISTRATOR

Return to:  
Name: FRED J. WARD, P.A.  
203 Transflorida Bank Building  
Address: 499 Sheridan Street  
Dania, Florida 33004  
(305) 920-9882 Broward

This Instrument Prepared by:  
John M. Bernazzoli, Esq.  
2734 Polk Street, Suite H  
Hollywood, Florida 33020

Property Appraisers Parcel  
Identification (Folio) Number(s):  
1207-01-126.0 Lots 32 thru 35, Block 15  
1207-01-128.0 Lot 4, Block 16  
1207-01-129.0 Lot 5, Block 16  
Grantee(s) S.S. #(s):

(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.)

THIS INDENTURE, Made this 19<sup>th</sup> day of July, A.D. 1995  
c/o Bernazzoli, 2734 Polk St., Hollywood  
BETWEEN CECIL B. HALL, a/k/a C.B. HALL, Individually, and as Trustee FL 33020  
under Revocable Trust dated October 10, 1989, joined by his wife  
MIRIAM A. HALL, of the County of Broward, in the State of Florida,  
parties of the first part, and SOUTH BROWARD HOSPITAL DISTRICT, a  
Special Tax District Under the Laws of the State of Florida  
of the County of Broward, in the State of Florida, whose post  
office address is  
3501 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021  
party of the second part.

WITNESSETH, That the said parties of the first part, for and in  
consideration of the sum of Ten and no/100-----(\$10.00)-----Dollars,  
to them in hand paid by the said party of the second part,  
heirs and assigns forever, the following described land, situate, and  
being in the County of Broward State of Florida, to wit:

All of my undivided 41.67% interest in and to:

Lots Thirty-Two (32), Thirty-Three (33), Thirty-Four (34)  
and Thirty-Five (35), in Block Fifteen (15), and Lots Four  
(4) and Five (5), in Block Sixteen (16), of HOLLYWOOD HILLS,  
a Subdivision, according to the Plat thereof, as recorded in  
Plat Book 6, Page 22, of the Public Records of Broward  
County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations  
and easements of record, if any; zoning ordinances affecting  
said property; and taxes for 1995 and subsequent years.

And the said parties 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 parties of the first part have  
hereunto set our hands and seals the day and year first above written.

BK23820PG0520

cc  
2

Signed, sealed and delivered  
in the presence of:

Witness Signature

John M. Bernazzoli  
Printed Name

Nora B. Sara  
Witness Signature

Nora B. Sara  
Printed Signature

Witness Signature

John M. Bernazzoli  
Printed Name

Nora B. Sara  
Witness Signature

Nora B. Sara  
Printed Name

[Signature] L.S.  
Grantor Signature

CECIL B. HALL a/k/a C.B. HALL  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

[Signature] L.S.  
Co-Grantor Signature, if any

MIRIAM A. HALL  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

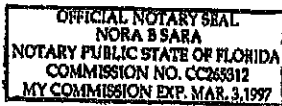
STATE OF FLORIDA )  
COUNTY OF BROWARD )  
I hereby Certify that on this  
authorized to administer oaths and take acknowledgments, personally  
day, before me, an officer duly  
appeared CECIL B. HALL a/k/a C.B. HALL, Individually, and as Trustee  
under Revocable Trust dated 10/10/89 joined by his wife MIRIAM A. HALL,  
known to me to be the person s described in and who executed the  
foregoing instrument, who acknowledged before me that they  
executed the same, that I relied upon the following form of  
identification of the above-named person: personal knowledge  
and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last  
aforesaid this 19th day of July, A.D. 1995.

Notary Rubber Stamp Seal

Nora B. Sara  
Notary Signature

Nora B. Sara  
Printed Notary Signature



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

BK23820PG0521

Return To:  
FRED J. WARD  
Attorney

203 Transflorida Bank Building  
499 Sheridan Street  
Dania, Florida 33004

This instrument prepared by:  
William S. Spencer, Esq.  
Ellis, Spencer and Butler  
4601 Sheridan Street, #505  
Hollywood, Florida 33021.

96-098294 T#001  
03-01-96 11:52AM

\$ 2488.00  
DOCU. STAMPS-DEED

REC'D. BROWARD CTY  
B. JACK OSTERHOLT

COUNTY ADMIN.

Tax Folio No. 1207-01-1130.  
Grantee ID No.  
Personal Property 30095-12-160P99

**WARRANTY DEED**

THIS INDENTURE made this 26<sup>th</sup> day of February, 1996, between ALLAN WOLPOWITZ, of the County of Broward, and State of Florida, grantor, and SOUTH BROWARD HOSPITAL DISTRICT, a Special Tax District Under the Laws of the State of Florida, grantee, whose post office address is: 3501 Johnson Street, Hollywood, Florida 33021. \*a married man

WITNESSETH that said grantor, for and in consideration of the sum of Ten 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, successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 5 and 6, Block 15, of HOLLYWOOD HILLS, according to the Plat thereof, recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

SUBJECT to the restrictions, reservations and easements of record, if any, and taxes for the year 1996 and subsequent years. \*\*West 6 feet of Lot 5 and East 6 feet of Lot 4, Block 15, Hollywood Hills, Plat Book 6, Pg. 22, Broward County, FL  
N.B. The subject property is not the homestead of the Grantor nor is the subject property contiguous to the homestead of the Grantor herein.

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 said grantor hereby covenants with said grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey said land; that he hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Witness  
(Sign, then print name)

John C. Kinnead

Witness  
(Sign, then print name)

Colleen Withrow

Allan Wolpowitz (SEAL)

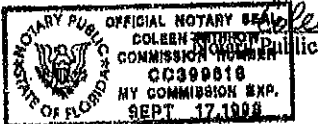
Allan Wolpowitz  
1150 North 35th Avenue  
Hollywood, Florida 33021

BR24552P0130

STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared ALLAN WOLPOWITZ, who acknowledged before me that he executed the foregoing instrument, and that same is his free act and deed, and that he is [  personally known to the undersigned or [ ] produced as identification.

WITNESS my hand and official seal in the State and County aforesaid this 26 day of February, 1996.  
\* A MARRIED MAN



Prepared by and return to:

Rene Isco, Esq.  
Broad and Cassel  
1 North Clematis Street Suite 500  
West Palm Beach, FL 33401  
561-832-3300  
File Number: 47175.0046

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## Warranty Deed

This Warranty Deed made this 7<sup>th</sup> day of July, 2016 between Gwenn M. O'Neill f/k/a Gwenn M. Frigaard, joined by her husband Brent O'Neill whose post office address is 3800 Garfield Street, Hollywood, FL 33021, grantor, and South Broward Hospital District whose post office address is 3501 Johnson Street, Hollywood, FL 33021, 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:

The West 1/2 of Lot 25 and all of Lot 26, of Block 84, Hollywood Hills, according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142 07 03 2270

Subject to taxes for 2016 and subsequent years; restrictions, easements and matters appearing on the plat or otherwise common to the subdivision, but this provision shall not operate to reimpose the same.

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

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with 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, 2015**.

**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:

[Signature]  
Witness Name: Frank Panzetti

[Signature]  
Witness Name: Shane Barbich

[Signature]  
Witness Name: Frank Panzetti

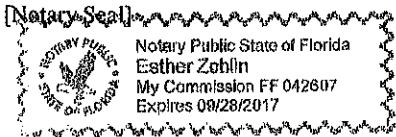
[Signature]  
Witness Name: Shane Barbich

[Signature] (Seal)  
Gwenn M. O'Neill f/k/a  
Gwenn M. Frigaard

[Signature] (Seal)  
Brent O'Neill

State of Florida  
County of BROWARD

The foregoing instrument was acknowledged before me this 7 day of July, 2016 by Gwenn M. O'Neill f/k/a Gwenn M. Frigaard and Brent O'Neill, who  are personally known or  have produced a driver's license as identification.



[Signature]  
Notary Public

Printed Name: Esther Zohlin

My Commission Expires: 09/28/2017

Prepared by and return to:

**Rene Iosco, Esq.**  
**Attorney at Law**  
**Broad and Cassel**  
**1 North Clematis Street Suite 500**  
**West Palm Beach, FL 33401**  
**561-832-3300**  
**File Number: 47175.0064**

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 22 day of August, 2016 between Raul Joglar, a single man whose post office address is 1106 N. Park Road, Hollywood, FL 33021, grantor, and South Broward Hospital District whose post office address is 3501 Johnson Street, Hollywood, FL 33021, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

**Lot 18, Block 17, Hollywood Hills, according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 514207-01-1600**

**Subject to taxes for 2016 and subsequent years; restrictions, easements and matters appearing on the plat or otherwise common to the subdivision, but this provision shall not operate to reimpose the same.**

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

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with 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, 2015.

**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:

[Signature]  
Witness Name: ROSE G. JACOBIWITZ

[Signature] (Seal)  
Raul Joglar

[Signature]  
Witness Name: Simardo Mezquita

State of Florida  
County of BROWARD.

The foregoing instrument was acknowledged before me this 18 day of August, 2016 by Raul Joglar, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



KARINA E. MARIATEGUI  
MY COMMISSION # FF 963734  
EXPIRES: February 23, 2020  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public  
Printed Name: KARINA MARIATEGUI  
My Commission Expires: 02.23.20

Prepared by:  
B.J. Reeves  
Attorney at Law  
1779 N. University Drive, Suite 202  
Pembroke Pines, Florida 33024

Parcel ID No.514207-01-1210

**WARRANTY DEED**

THIS INDENTURE, made this August 16, 2016, Between  
**DURAPACK, INTELLECTUAL PROPERTIES, INC., A FLORIDA CORPORATION,**  
Grantor; and

**SOUTH BROWARD HOSPITAL DISTRICT**

whose post office address is  
3501 Johnson Street, Hollywood, FL 33021; Grantee.

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Broward County, Florida:

Lot 25 and the East ¼ of Lot 26, Block 15, HOLLYWOOD HILLS,  
according to the plat thereof, as recorded in Plat Book 6, Page  
22 of the Public Records of Broward County, Florida.

Subject to easements, restrictions, reservations and limitations  
of record, if any.

Together with all the tenements, hereditaments and appurtenances  
thereto belonging or in anywise appertaining;

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, 2015.

WARRANTY DEED  
PAGE 2

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:

DURAPACK, INTELLECTUAL  
PROPERTIES, INC.

Mary Der Ovanesian  
MARY DER OVANESIAN, PRESIDENT  
1491 SW 18 TERRACE  
FT LAUDERDALE, FL 33312

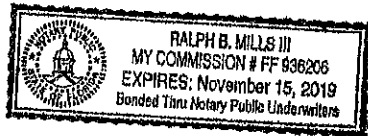
Ralph B. Mills III  
Witness  
Printed Name: Ralph B. Mills III

Diane Poole  
Witness  
Printed Name: Diane Poole

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this August 16, 2016, by MARY DER OVANESIAN, PRESIDENT OF DURAPACK, INTELLECTUAL PROPERTIES, INC., A FLORIDA CORPORATION, who is personally known to me or has produced Drivers License ID as identification.

Ralph B. Mills III  
NOTARY PUBLIC



Prepared by and return to:  
Daniel S. Carusi, Esq.

Daniel S. Carusi, P.A.  
517 SW 1 Avenue  
Fort Lauderdale, FL 33301  
954-527-0101  
File Number: 16-3332 Vazquez

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## Warranty Deed

This Warranty Deed made this 31 day of August, 2016 between Juan A. Vazquez and Della Vazquez, husband and wife whose post office address is 3415 Grant Street, Hollywood, FL 33021, grantor, and South Broward Hospital District d/b/a Memorial Healthcare System whose post office address is 3501 Johnson Street, Hollywood, FL 33021, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

Lot 8, Block 16, HOLLYWOOD HILLS, according to the Plat thereof, recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

Parcel Identification Number: 514207-01-1301

**SUBJECT TO:** Taxes for the year 2016 and subsequent years; applicable zoning ordinances, easements, restrictions, limitations, reservations, and conditions 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, 2015**.

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:

[Signature]  
Witness Name: **Daniel S. Carusi**

[Signature] (Seal)  
Juan A. Vazquez

[Signature]  
Witness Name: **Apollonia M. Auciello**

[Signature]  
Witness Name: **Daniel S. Carusi**

[Signature] (Seal)  
Delia Vazquez

[Signature]  
Witness Name: **Apollonia M. Auciello**

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 31 day of August, 2016 by Juan A. Vazquez and Delia Vazquez, who  are personally known or  have produced a driver's license as identification. *and FLORIDA ID.*

[Notary Seal]

[Signature]  
Notary Public

Printed Name: **Daniel S. Carusi**

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



**Record and Return to:**  
Matthew B. Wealcatch, Esq.  
4000 Hollywood Blvd., Suite #725-S  
Hollywood, FL 33021

**This instrument prepared by:**  
Matthew B. Wealcatch, Esq.  
4000 Hollywood Blvd., Suite #725-S  
Hollywood, FL 33021

Property Appraisers Parcel  
Identification (Folio) Number(s):  
5142-07-01-1430

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**WARRANTY DEED**

(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, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural wherever the context so admits or requires.)

**THIS INDENTURE**, made this 11 day of October, 2017, **BETWEEN**, Susan Khani a/k/a Susan Khani Howell, a married woman, joined by her husband Charles Howell, whose post office address is 4201 Pierce Street, Hollywood, FL 33021 (party of the first part), to South Broward Hospital District d/b/a Memorial Healthcare System, whose post office address is 3111 Stirling Road, Hollywood, FL 33312 (party of the second part).

**WITNESSETH**, That the said party of the first part, in consideration of the sum of Ten and 00/100 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, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of BROWARD, State of Florida, to-wit:

**Lot 25 and East 1/2 of Lot 26, Block 16, Hollywood Hills, according to the Plat thereof as recorded in Plat Book 6, page(s) 22, of the Public Records of Broward County, Florida.**

**SUBJECT TO:**

1. Taxes for the year 2017 and subsequent years, not yet due and payable.
2. Easements, Dedications, Limitations, etc. of record, and zoning ordinances, without, however, reimposing the same.

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 its hand and seal the day and year first above written.

{Signatures and Acknowledgement Appear on Following Page}

Signed, sealed and delivered  
in the presence of:

Print Name: Heidi Guerra  
Witness #1

Print Name: Matthew Weirich  
Witness #2

Print Name: Heidi M Guerra  
Witness #1

Print Name: Matthew Weirich  
Witness #2

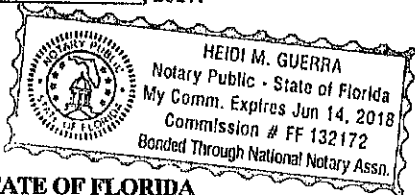
By: [Signature]  
Print Name: Susan Khani a/k/a Susan Khani Howell

By: Charles Howell  
Print Name: Charles Howell

**STATE OF FLORIDA  
COUNTY OF BROWARD**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Susan Khani a/k/a Susan Khani Howell who is personally known to me to be the person described in and who executed the foregoing instrument or who has produced P.O. as identification and who swore and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of October, 2017.

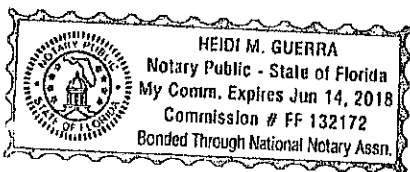


[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF BROWARD**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Charles Howell who is personally known to me to be the person described in and who executed the foregoing instrument or who has produced P.O. as identification and who swore and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of October, 2017.



[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and return to:

Stacey Halpern, P.L.

Partner

Broad and Cassel LLP

1 North Clematis Street Suite 500

West Palm Beach, FL 33401

561-832-3300

File Number: 47175.0067

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## Warranty Deed

This Warranty Deed made this 15<sup>th</sup> day of June, 2017 between Joseph P. Gerbino and Maria F. Gerbino, husband and wife whose post office address is 3801 Garfield Street, Hollywood, FL 33021, grantor, and South Broward Hospital District whose post office address is 3501 Johnson Street, Hollywood, FL 33021, 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:

The East 1/2 of Lot 11 & all of Lot 12, Block 85, of Hollywood Hills, according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142 07 03 2372

Subject to taxes for 2017 and subsequent years; restrictions, easements and matters appearing on the plat or otherwise common to the subdivision, but this provision shall not operate to reimpose the same.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with 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, 2016.

[SIGNATURES AND NOTARY ON FOLLOWING PAGE]





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:

[Signature]  
Witness Name: BARIDA HARISTEGUI

[Signature] (Seal)  
Joseph P. Gerbino

[Signature]  
Witness Name: FELIX SAIHO

[Signature]  
Witness Name: ROSE D. ZUBORITZ

[Signature] (Seal)  
Maria F. Gerbino

[Signature]  
Witness Name: PAUL ROMERO

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 31 day of May, 2017 by Joseph P. Gerbino and Maria F. Gerbino, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: Raul Romero

My Commission Expires: 12-15-2020



Raul Romero  
Commission # GG055340  
Expires: December 15, 2020  
Bonded thru Aaron Notary



Prepared by and return to:  
Stacey Halpern, P.L.  
Broad and Cassel LLP  
1 North Clematis Street Suite 500  
West Palm Beach, FL 33401  
561-832-3300  
File Number: 47175.0077

[Space Above This Line For Recording Date]

## Warranty Deed

This Warranty Deed made this 24 day of July, 2017 between Luis Garcia and Carmen Cruz, husband and wife whose post office address is 3321 Grant Street, Hollywood, FL 33021, grantor, and South Broward Hospital District whose post office address is 3501 Johnson Street, Hollywood, FL 33021, 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 15 and 16, Block 16, HOLLYWOOD HILLS, according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

Parcel Identification Number: 5142 07 01 1350

Subject to taxes for 2017 and subsequent years; restrictions, easements and matters appearing on the plat or otherwise common to the subdivision, but this provision shall not operate to reimpose the same.

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

**To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with 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, 2016.

**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:

Erik Martinez  
Witness Name: Erik Martinez

Rick Noel  
Witness Name: Rick Noel

Erik Martinez  
Witness Name: Erik Martinez

Rick Noel  
Witness Name: Rick Noel

[Signature] (Seal)  
Luis Garcia

[Signature] (Seal)  
Carmen Cruz

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 22 day of July, 2017 by Luis Garcia and Carmen Cruz, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public

Printed Name: Raul Romero

My Commission Expires: 12-15-2020

**Raul Romero**  
Commission # GG055340  
Expires: December 15, 2020  
Bonded thru Aaron Notary



RETURN TO:

Matthew B. Wealcatch, P.A.  
4000 Hollywood Boulevard, Suite 725-S  
Hollywood, FL 33021

THIS INSTRUMENT PREPARED BY:

Paul G. Schlichte, Esquire  
Law Office of Ray A. Schlichte, Jr., P.A.  
2134 Hollywood Boulevard  
HOLLYWOOD, FLORIDA 33020

Property Appraisers Parcel Identification (Folio) Numbers:5142 07 03 2230

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## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 24 day of September, 2018 by Katuzhka Asanza, a married woman, individually and as Trustee of the Katuzhka Asanza Trust u/t/d 10-03-94, whose post office address is 737 N. Crescent Drive, Hollywood, FL 33021 herein called the Grantor, to South Broward Hospital District d/b/a Memorial Healthcare System, whose post office address is 3501 Johnson Street, Hollywood, FL 33021, hereinafter called the Grantee:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

**Lot 11 and the West One-half (W 1/2) of Lot 12, in Block 84, Hollywood Hills, according to the Plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida**

**Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.**

**Grantor warrants that at the time of this conveyance, the subject property herein does not constitute the homestead property of the Grantors, nor is same contiguous thereto. The homestead property of the grantor is 737 N. Crescent Drive, Hollywood, FL 33021**

**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, and hereby 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.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

WARRANTY DEED  
(Continued- Page Two)

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness #1 Signature

Fred C. Schlichte  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

DIANNA K. INSERRA  
Witness #2 Printed Name

Katuzhka Asanza MB  
Katuzhka Asanza, Individually and as  
Trustee of the Katuzhka Asanza Trust u/t/d  
10-03-94

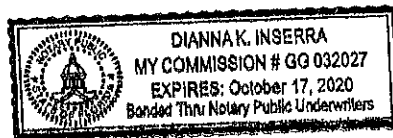
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of September, 2018 by Katuzhka Asanza, Individually and as Trustee of the Katuzhka Asanza Trust u/t/d 10-03-94 who [ ] is personally known to me or [  ] has produced DRIVER LICENSE as identification.

SEAL

[Signature]  
Notary Public

My Commission Expires:



This Instrument Prepared By:  
George Alvarez, P.A.  
My Home Title Services, Inc.  
10281 Sunset Drive, Suite 102  
Miami, Florida 33173

Return To:  
Matthew B. Wealcatch, P.A.  
4000 Hollywood Blvd, Suite 725-S  
Hollywood, FL 33021.

Property Appraisers Parcel Identification (Folio) Number: 514207-03-2401

Florida Documentary Stamps in the amount of \$2,305.10 have been paid hereon.

Space above this line for Recording Date

## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 1<sup>st</sup> day of May, 2019 by **Matthew Stevens and Sandra Stevens a/k/a Matthew C. Stevens and Sandra Fogel Stevens**, husband and wife, whose post office address is 6710 Hawaii Kai Drive, #500, Honolulu, HI 96825 herein called the Grantors, to **South Broward Hospital District d/b/a Memorial Healthcare System**, whose post office address is 3111 Stirling Road, Hollywood, FL 33312, 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 Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

**The West 1/2 of Lot 20 and all of Lot 21, in Block 85, of HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.**

**Subject to easements, restrictions and reservations of record and taxes for the year 2019 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

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

Signed, sealed and delivered in the presence of:

[Signature]

Witness #1 Signature

PATRICIA DUNN

Witness #1 Printed Name

[Signature]

Witness #2 Signature

Tish Hanakahi

Witness #2 Printed Name

[Signature]

Matthew Stevens  
a/k/a Matthew C. Stevens

[Signature]

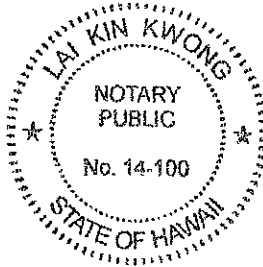
Sandra Stevens  
a/k/a Sandra Fogel Stevens

STATE OF Hawaii

City & COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2019, by Matthew Stevens and Sandra Stevens a/k/a Matthew C. Stevens and Sandra Fogel Stevens,  who are personally known to me or  have produced Florida Driver License as identification and  did  did not take an oath.

SEAL



[Signature]

Notary Public

Lai Kin Kwong, First Judicial Court  
State of Hawaii  
Commission Expires: 04/06/2022  
Commission #: 14-100

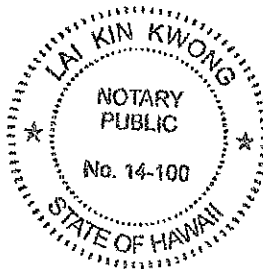
My commission expires:

Doc. Date: 5/7/19 # Pages 2

Notary Name: Lai Kin Kwong First Circuit

Doc. Description Warranty Deed

[Signature] 5/7/19  
Notary Signature Date



**Record and Return to:**  
Matthew B. Wealcatch, Esq.  
4000 Hollywood Blvd., Suite #725-S  
Hollywood, FL 33021

**This instrument prepared by:**  
Matthew B. Wealcatch, Esq.  
4000 Hollywood Blvd., Suite #725-S  
Hollywood, FL 33021

Property Appraisers Parcel  
Identification (Folio) Number(s):  
514207032402

**WARRANTY DEED**

(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, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural wherever the context so admits or requires.)

THIS INDENTURE, made this 15 day of November, 2021, BETWEEN, CAROL STEVENS SZABO A/K/A CAROL A. SZABO, a single woman, whose post office address 1150 Sapelo Circle SE, Darien, GA 31305 (party of the first part), to South Broward Hospital District d/b/a Memorial Healthcare System, whose post office address is 3111 Stirling Road, Hollywood, FL 33312 (party of the second part).

WITNESSETH, That the said party of the first part, in consideration of the sum of Ten and 00/100 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, its heirs, successors, and assigns forever, the following described land, situate, and being in the County of BROWARD, State of Florida, to-wit:

**LOT TWENTY-TWO (22) AND THE EAST ONE -HALF (E 1/2) OF LOT TWENTY-THREE (23), BLOCK EIGHTY-FIVE (85), HOLLYWOOD HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

a/k/a 3721 Arthur Street, Hollywood, FL 33021  
Folio #: 514207032402

SUBJECT TO:

1. Taxes for the year 2021 and subsequent years, not yet due and payable.
2. Easements, Dedications, Limitations, etc. of record, and zoning ordinances, without, however, reimposing the same.

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 its hand and seal the day and year first above written.

[WITNESSES, SIGNATURES AND NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES]



Signed, sealed and delivered  
in the presence of:

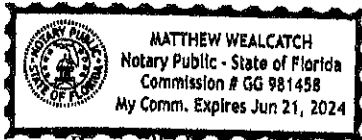
Print Name: Matthew Wealcatch  
Witness #1

Print Name: Michelle Martinez  
Witness #2

By: James Michael Hilton Attorney in Fact  
Print Name: CAROL STEVENS SZABO  
A/K/A CAROL A. SZABO, by JAMES  
MICHAEL HILTON, as Attorney in Fact

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12 day of November, 2021 by JAMES MICHAEL HILTON, as Attorney in Fact for CAROL STEVENS SZABO A/K/A CAROL A. SZABO.



Matthew Wealcatch  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known OR  Produced Identification  
Type of Identification Produced: PC DL

Prepared by:

Mark F. Butler  
President  
Mark F. Butler, P.A.  
121 South 61 Terrace Suite A  
Hollywood, FL 33023  
954-921-2001

Record and Return to:

Matthew B. Wenatch, P.A.  
4000 Hollywood Blvd.  
Suite #725-S  
Hollywood, FL 33021  
File Number: 8484-42

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 10<sup>th</sup> day of May, 2023 between Rita F. Miller, a single woman whose post office address is c/o 2614 Thomas Street, Hollywood, FL 33020, grantor, and **SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM** whose post office address is 3111 Stirling Road, Hollywood, FL 33312, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

**Lot 13, Block 17, HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida**

**Parcel Identification Number: 514207-01-1570**

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, 2022.

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:

B. Protano  
Witness Name: Bernardo Protano

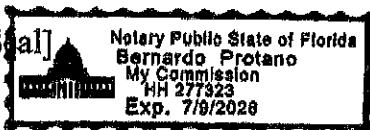
Rita F. Miller (Seal)  
Rita F. Miller

Antonia Protano  
Witness Name: ANTONIA PROTANO

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of May, 2023 by Rita F. Miller, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



B. Protano, Esq.  
Notary Public

Printed Name: Bernardo Protano Esq.

My Commission Expires: 7-9-26

# HOLLYWOOD HILLS

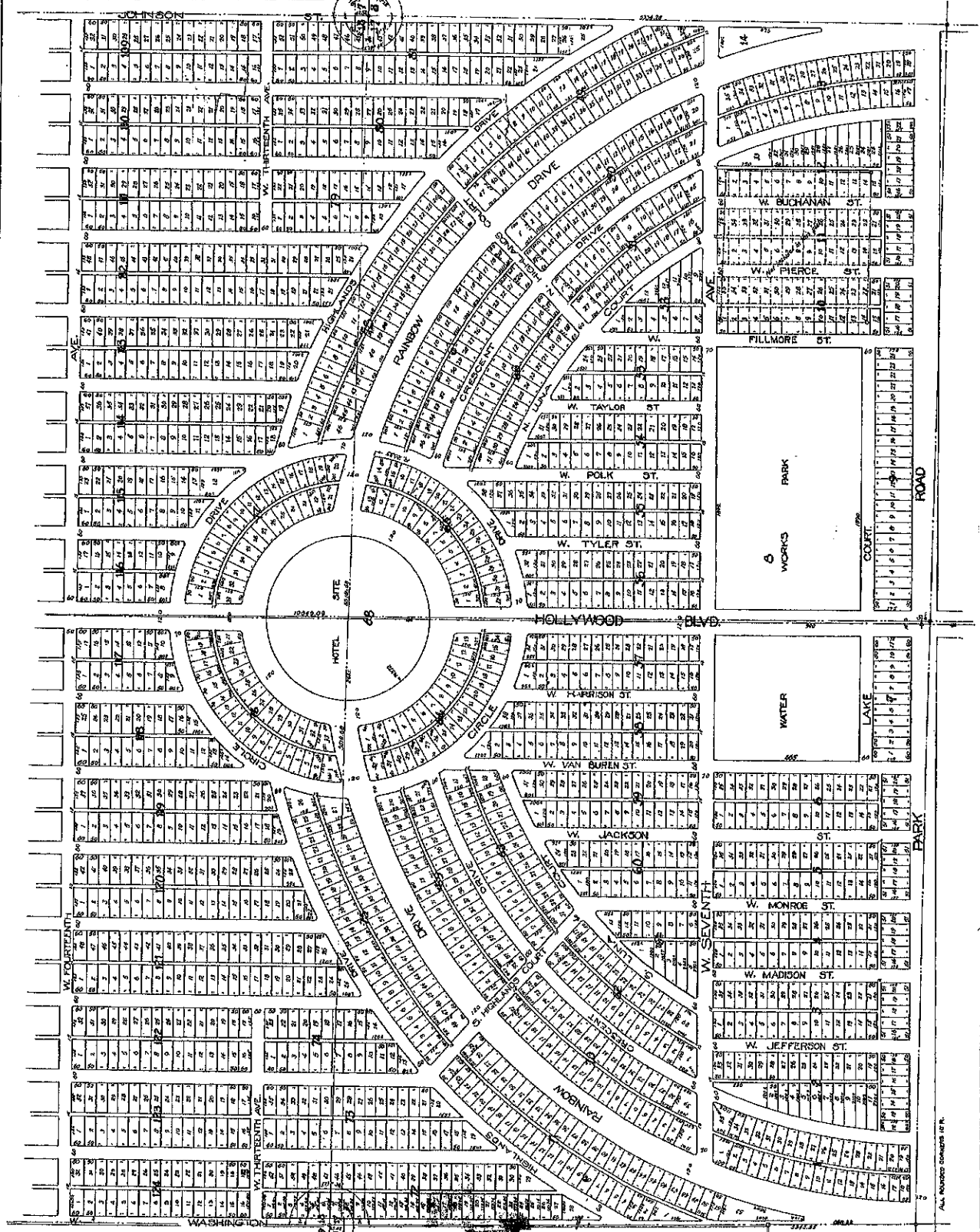
Home Seekers Realty Co. Sheet lot 7

Scale 1" = 200'

Hollywood, Fla.

6-22

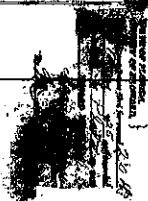
Sheet 1



ALL NUMBERS CORRECTED BY P.

61067

11



6.00

12

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# HOLLYWOOD HILLS

## Scale 1" = 200' Hollywood, Fla.

Home Seekers Realty Co.

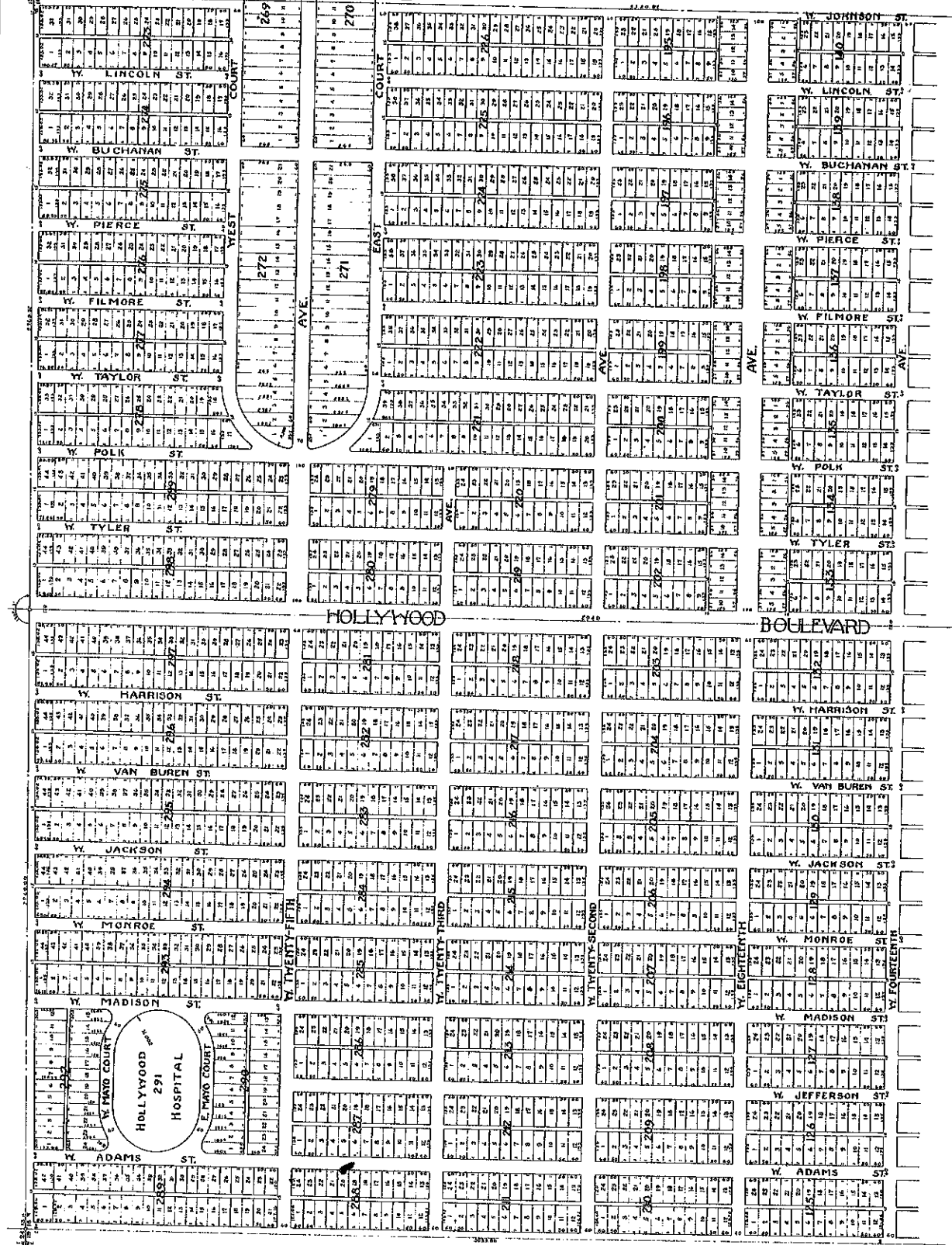
Sheet 2 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
I, \_\_\_\_\_, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of a plat of land as the same appears in the public records of the County of Broward, Florida, and that the same is subject to the provisions of Chapter 218, Florida Statutes, as amended.

A. HERRER, County Assessor

Book 11 2  
Page 22



STATE OF FLORIDA  
COUNTY OF BROWARD  
This instrument was filed for record  
by \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
RECORD VERIFIED.  
Clerk of Circuit Court  
By \_\_\_\_\_ Deputy Clerk

Home Seekers Realty Co.

6-22-39  
3347  
160-12  
1074  
11

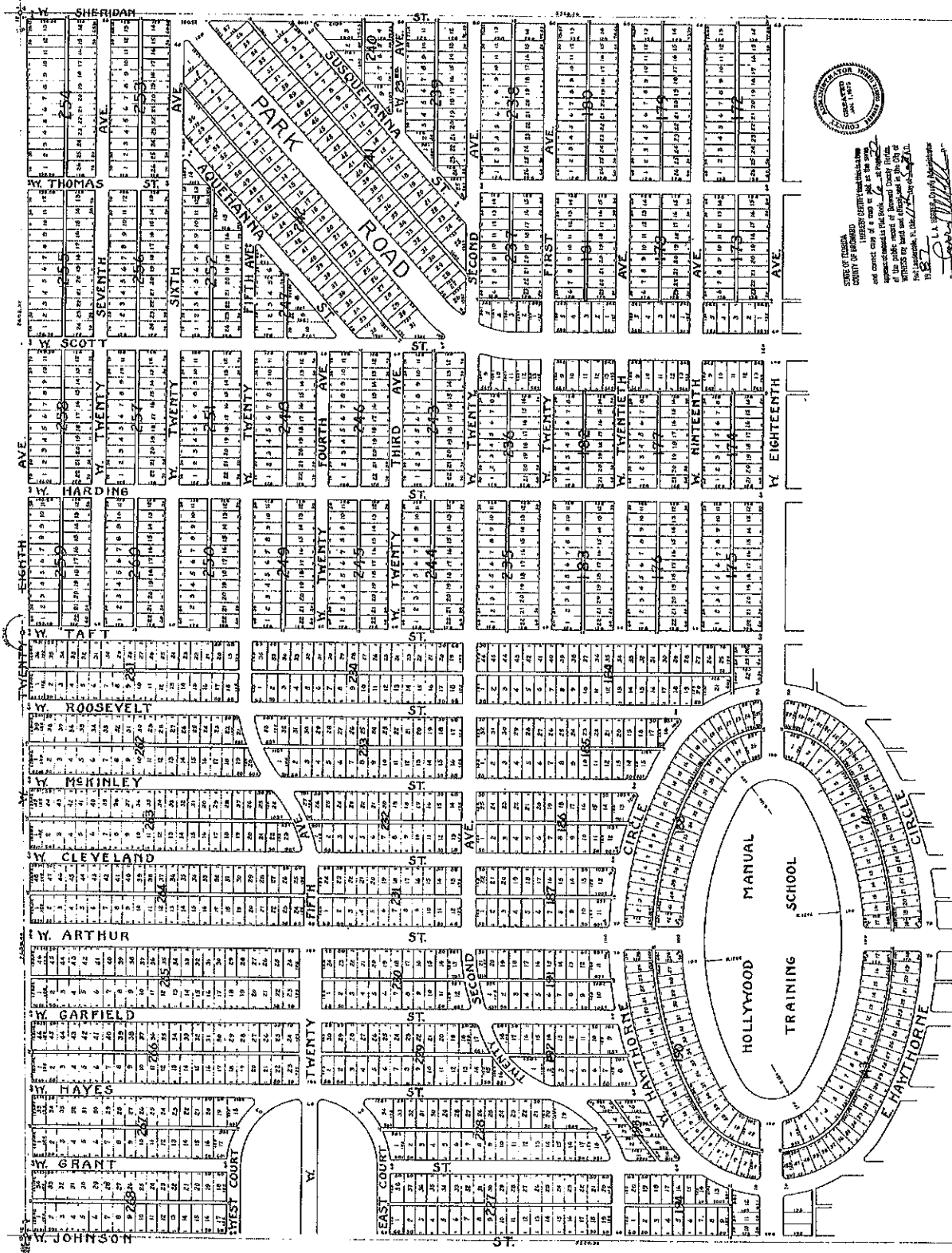
6-22  
Sheet 3 of 7

# HOLLYWOOD HILLS

## Home Seekers Realty Co.

Scale 1 = 200 Hollywood, Fla.

### Sheet 3 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
I, \_\_\_\_\_, County Clerk, do hereby certify that the foregoing is a true and correct copy of a map as filed in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 1922, and that the same has been duly recorded in the City of Hollywood, Florida, in Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of said County, Florida.  
W. J. \_\_\_\_\_  
County Clerk

STATE OF FLORIDA,  
COUNTY OF BROWARD.  
This document was filed for record  
by \_\_\_\_\_ of \_\_\_\_\_ and recorded  
in Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
Public Records of said County, Florida.  
RECORD VERIFIED.  
\_\_\_\_\_  
Clerk of Circuit Court  
Deputy Clerk

6-22  
986

G-22  
Sheet 4 of 7

# HOLLYWOOD HILLS

## Home Seekers Realty Co.

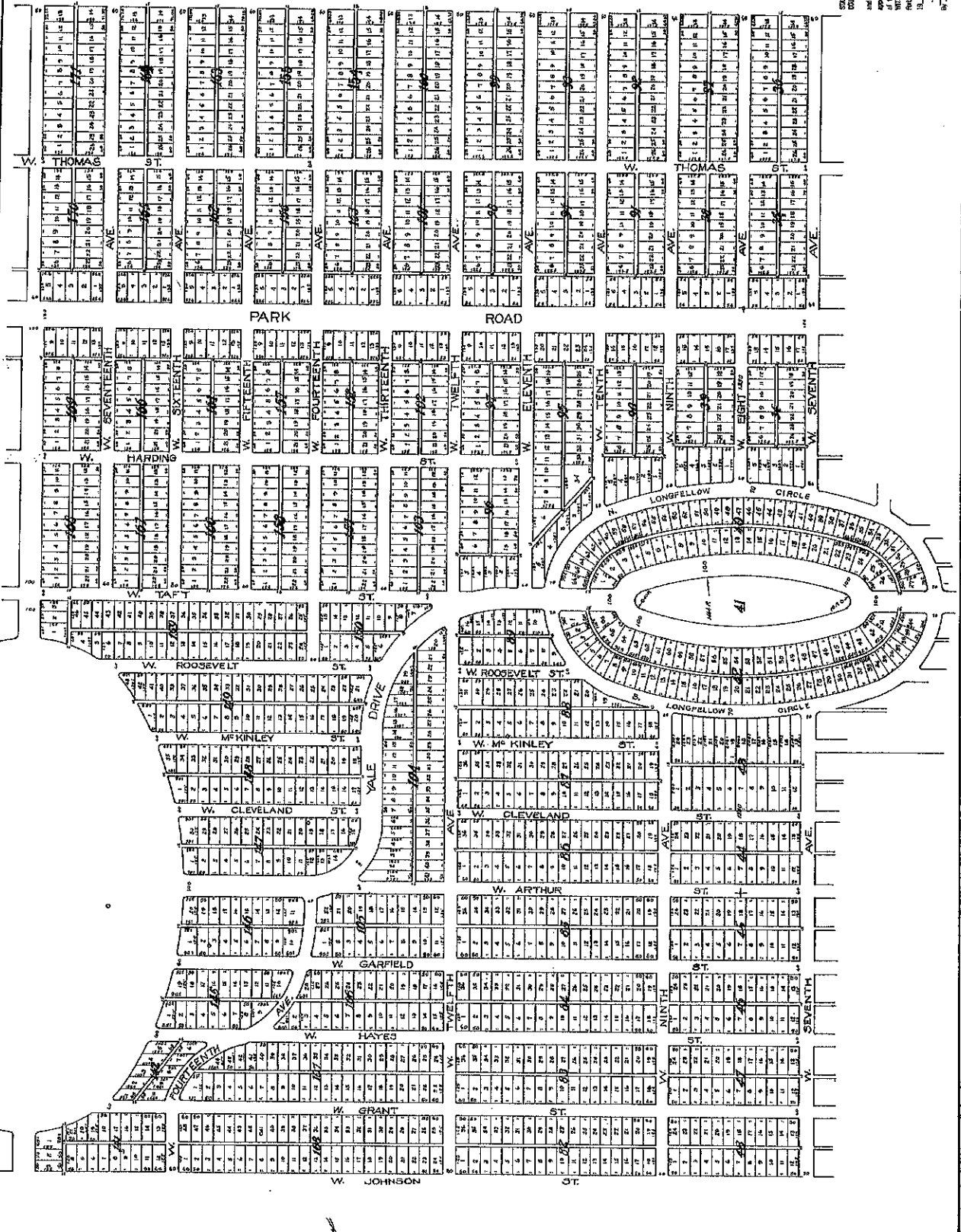
Scale 1 = 200 Hollywood, Fla.

### Sheet 4 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
I, \_\_\_\_\_, County Clerk, do hereby certify that the above is a true and correct copy of a map or plat as the same appeared on file in this office on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, at \_\_\_\_\_ o'clock of the afternoon of said day, and that the same was filed for record in the office of the County Clerk of Broward County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, at \_\_\_\_\_ o'clock of the afternoon of said day, and that the same was recorded in the public records of this county on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, at \_\_\_\_\_ o'clock of the afternoon of said day, and that the same was indexed in the index of this office on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, at \_\_\_\_\_ o'clock of the afternoon of said day.

A. R. [Signature]  
County Clerk



STATE OF FLORIDA,  
COUNTY OF BROWARD,  
This instrument was filed for record  
day of \_\_\_\_\_, 1928, at \_\_\_\_\_ o'clock  
of the \_\_\_\_\_ day of \_\_\_\_\_, 1928.  
RECORDED & INDEXED  
By \_\_\_\_\_  
County Clerk

G-22  
4011  
257

6-22  
Sheet 5 of 7

# HOLLYWOOD HILLS

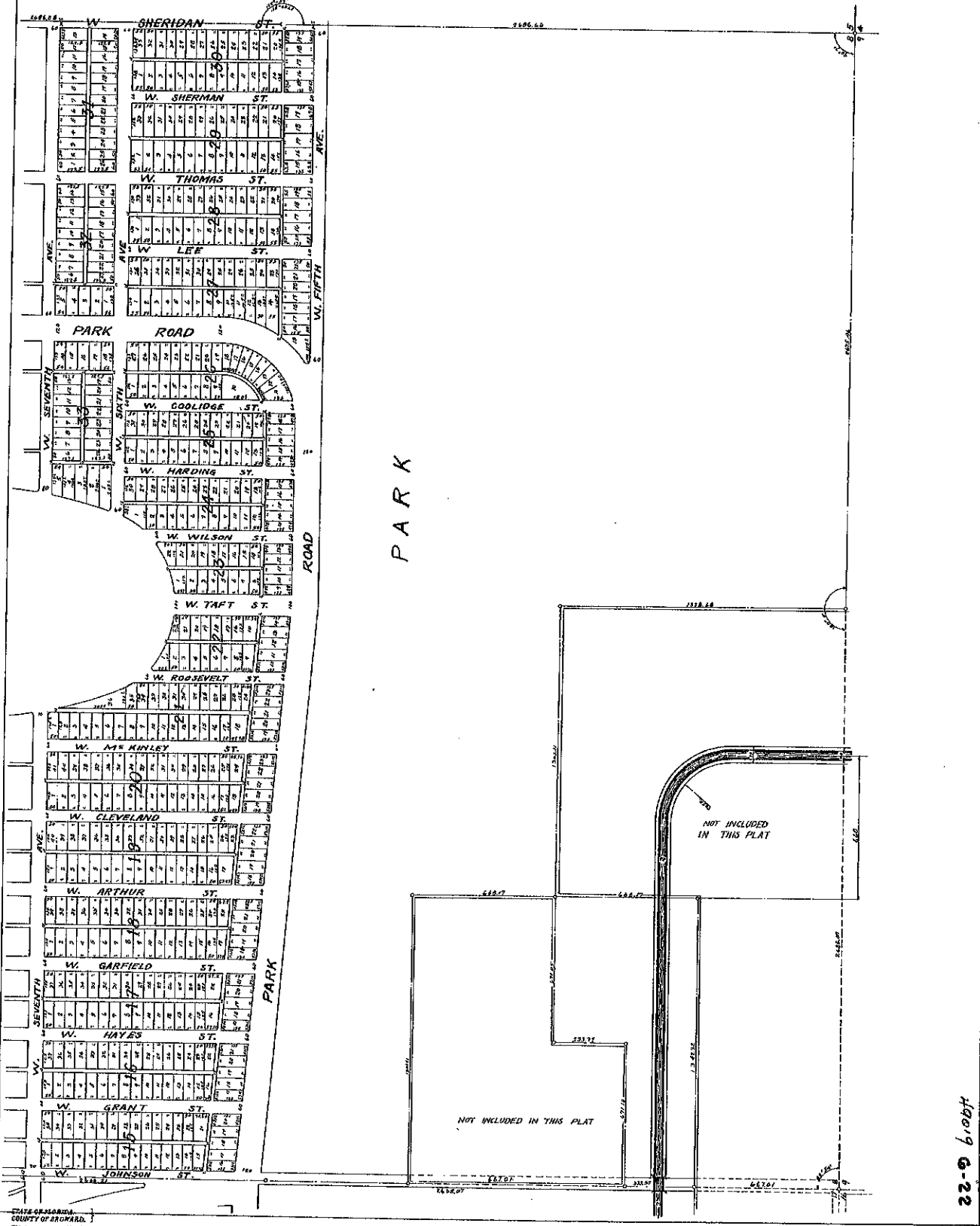
## Home Seekers Realty Co.

Scale 1" = 200' Hollywood, Fla.

### Sheet 5 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
I HEREBY CERTIFY that this is a true  
and correct copy of a map or plat as the same  
appears of record in Plat Book 6 at Page 22  
of the public record of Broward County Florida.  
WITNESS my hand and official seal in the City of  
Fort Lauderdale, FL this 17 day of Aug, A.D.  
19 27  
I. A. HESLER, County Administrator  
By [Signature]



STATE OF BROWARD  
COUNTY OF BROWARD  
This instrument was filed for record  
Copy of \_\_\_\_\_ of \_\_\_\_\_ and recorded  
to book \_\_\_\_\_ of \_\_\_\_\_ in page \_\_\_\_\_  
RECORD VERIFIED.  
Clk of Clerk Court  
By \_\_\_\_\_  
Dated \_\_\_\_\_

22-22  
6-22

3676  
16-12  
4907

32



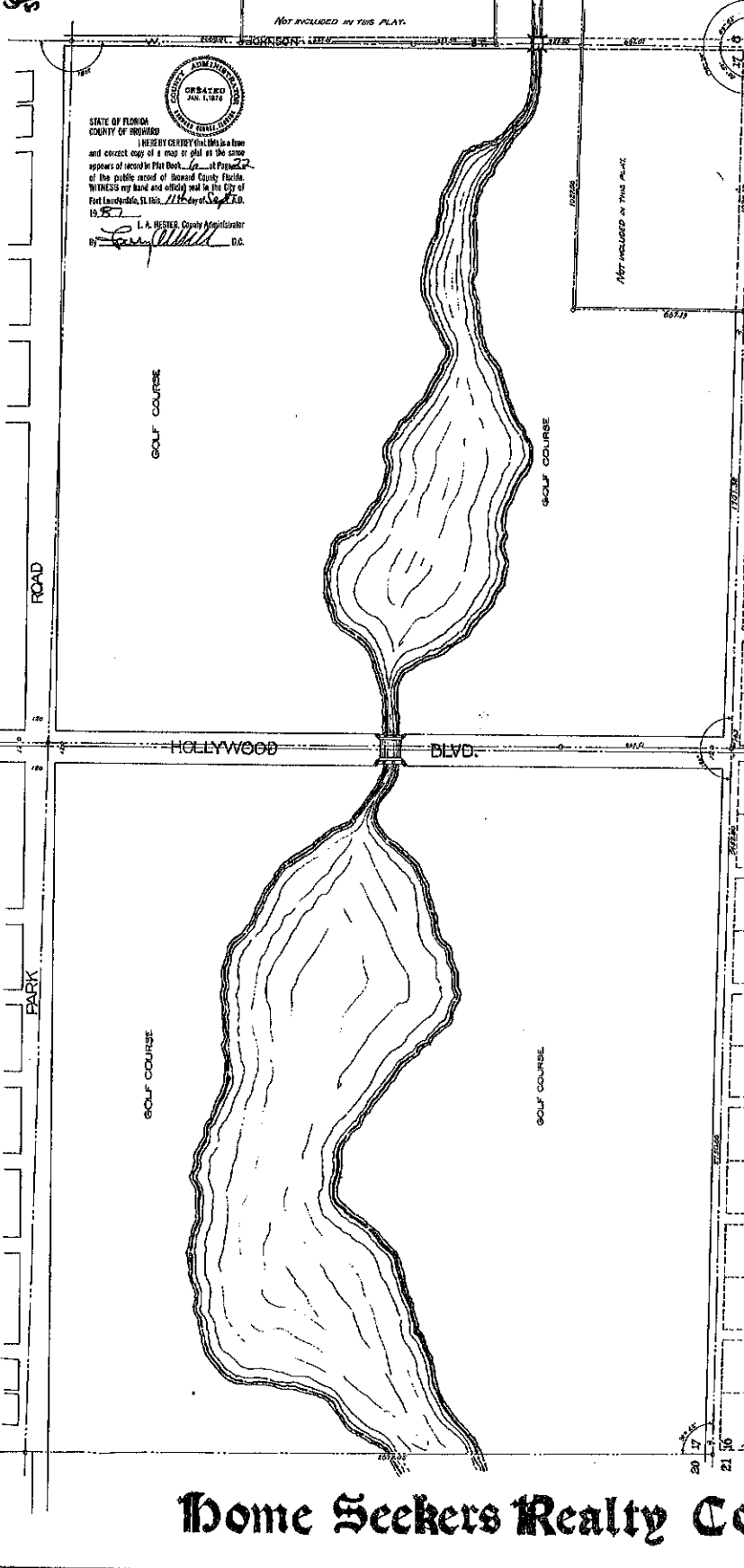
# HOLLYWOOD HILLS

Scale 1" = 200'

## Hollywood, Fla.

Sheet 6 of 7

6-22  
Sheet 6 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
L. A. HESTER, County Administrator

A Subdivision of all land in Section Seventeen (17) EXCEPT North East Quarter (NE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) and North Half (NH $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) and West Half (WH $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ) and East Half (EH $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ) and of all land in Section Eighteen (18) and of all land in Section Seven (7) and of all land in Section Eight (8), except North East Quarter (NE $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) and East Half (EH $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) and West Half (WH $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) and East Half (EH $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) and of a part of land in Section Twenty (20) as follows: North East Quarter (NE $\frac{1}{4}$ ) with one exception of South West Quarter (SW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) and North East Quarter (NE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ) and East Half (EH $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ). All above in Township Fifty-one (51) South, Range Forty-two (42) East, Broward County, State of Florida, more particularly described as follows, to wit:

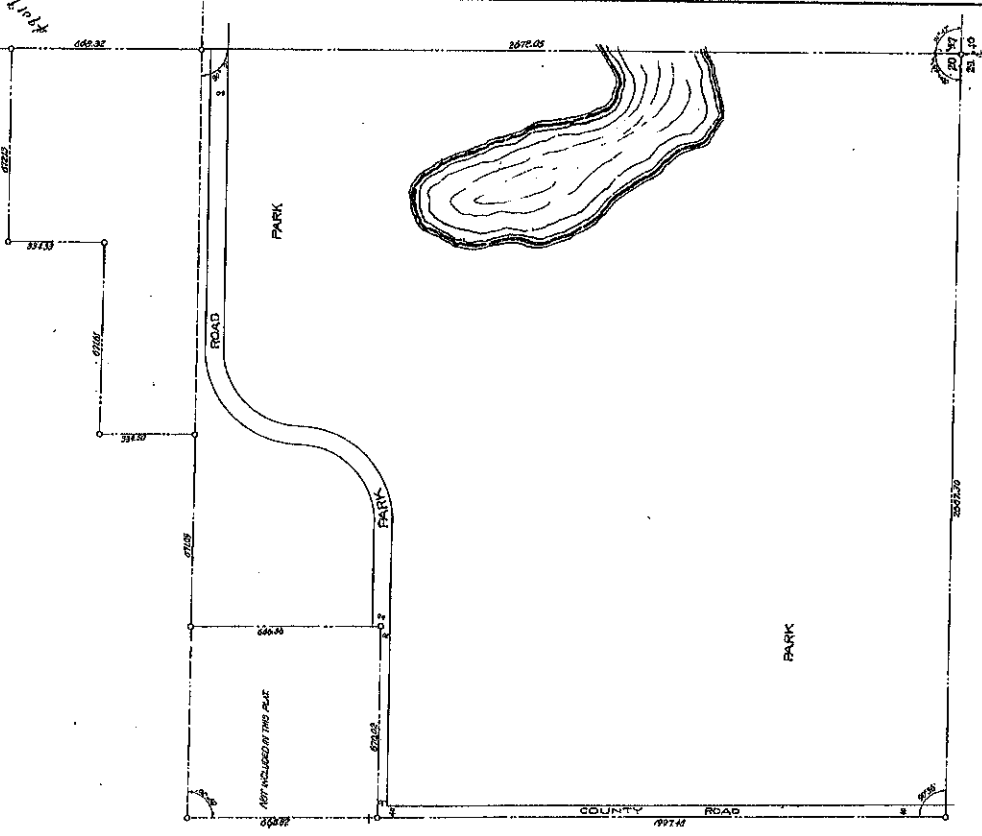
Beginning at the South East Corner of Section Seventeen (17), Township Fifty-one (51) South, Range Forty-two (42) East run Southerly upon and along East Section Line of Section Twenty (20) two thousand six hundred sixty seven and thirty hundredths (2667.30) Feet to the Half Section point on this line; thence run Westerly upon and along East-West Half Section line of Section Twenty (20) One thousand nine hundred ninety seven and forty eight hundredths (1997.48) Feet to the South East corner of South West Quarter (SW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ); thence run Northerly upon and along East line of the above Quarter six hundred twenty and two hundredths (620.02) Feet to the North East Corner of it; thence run Westerly upon and along North Line of the above Quarter six hundred sixty six and thirty six hundredths (666.36) Feet to the North West corner of it on the South-North Half Section line of Section Twenty (20); thence run Northerly upon and along above Half Section line of Section Twenty (20) six hundred seventy one and nine hundredths (671.09) Feet to the South East Corner of East Half (EH $\frac{1}{2}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ); thence run Westerly upon and along South Line of the above East Half (EH $\frac{1}{2}$ ) three hundred thirty four and fifty hundredths (334.50) Feet to the South West Corner of it; thence run Northerly upon and along West Line of the above East Half (EH $\frac{1}{2}$ ) six hundred seventy one and sixty one hundredths (671.61) Feet to the North West Corner of it; thence run Westerly upon and along South Line of North East Quarter (NE $\frac{1}{4}$ ) of North East Quarter (NE $\frac{1}{4}$ ) of North West Quarter (NW $\frac{1}{4}$ ) three hundred thirty four and thirty three hundredths (334.33) Feet to the South West Corner of this Quarter; thence run Northerly upon and along West Line of the above Quarter six hundred seventy two and thirteen hundredths (672.13) Feet to the North West Corner of the same Quarter, which point is on South Section Line of Section Seventeen (17); thence run Westerly upon and along South Section Line of Section Seventeen (17) two thousand four and ninety seven hundredths (2004.97) Feet to the South West Corner of this Section, same being South East (SE) Corner of Section Eighteen (18); thence run Westerly upon and along South Section Line of Section Eighteen (18) five thousand ninety three and eighty six hundredths (5093.86) Feet to the South West Corner of Section Eighteen (18); thence run Northerly upon and along West Section Line of Section Eighteen (18) two thousand seven hundred sixty nine and ninety nine hundredths (2769.99) Feet to the Half Section Point on this Section Line; thence run Northerly upon and along same West Section Line of Section Eighteen (18) two thousand seven hundred sixty nine and fifty two hundredths (2769.52) Feet to the North West Corner of Section Eighteen (18); same being South West Corner of Section Seven (7); thence run Northerly upon and along West Section Line of Section Seven (7) two thousand six hundred fifty nine and forty four hundredths (2659.44) Feet to the Half Section Point on this line; thence run Northerly upon and along same West Section Line of Section Seven (7) two thousand six hundred ninety eight and thirty seven hundredths (2698.37) Feet to the North West Corner of Section Seven (7); thence run Easterly upon and along North Section Line of Section Seven (7) five thousand three hundred sixty eight and thirty six hundredths (5368.36) Feet to the North East Corner of Section Seven (7) same being North West Corner of Section Eight (8); thence run Easterly upon and along North Section Line of Section Eight (8) two thousand six hundred eighty six and eighty eight hundredths (2686.88) Feet to the Half Section Point on this line; thence run Easterly upon and along same North Section Line two thousand six hundred eighty six and sixty six hundredths (2686.66) Feet to the North East Corner of Section Eight (8); thence run Southerly upon and along East Section Line of Section Eight (8) two thousand six hundred seventy five and forty six hundredths (2675.46) Feet to the Half Section Point on this line; thence run Westerly upon and along East-West Half Section Line of Section Eight (8) one thousand three hundred thirty eight and sixty eight hundredths (1338.68) Feet to the point of intersection of this line and South-North Quarter Section Line; thence run Southerly upon and along above South-North Quarter Section Line one thousand three hundred forty two and eleven hundredths (1342.11) Feet to the North West Corner of South East Quarter (SE $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of Section Eight (8);

Home Seekers Realty Co.

STATE OF FLORIDA,  
COUNTY OF BROWARD.  
This instrument was filed for record  
April 19, 1922, and recorded  
in Book \_\_\_\_\_ and page  
\_\_\_\_\_.  
RECORD VERIFIED.  
City of Grand Oaks  
Deputy Clerk

6-22

149019 9-22v  
Sheet 7 of 7



STATE OF FLORIDA  
COUNTY OF BROWARD  
I, Frank C. Dierker, Engineer,  
do hereby certify that the above  
is a true and correct copy of the  
original record of the survey  
which has been filed and recorded  
in the Office of the  
County Clerk, Broward County,  
Florida, this 15th day of April,  
1928.

STATE OF FLORIDA  
COUNTY OF BROWARD  
I, John C. ...,  
do hereby certify that the above  
is a true and correct copy of the  
original record of the survey  
which has been filed and recorded  
in the Office of the  
County Clerk, Broward County,  
Florida, this 15th day of April,  
1928.

Thence run Easterly upon and along North line of the above Quarter six hundred sixty-eight and seventeen hundredths (668.17) Feet to the Half point on this line of same Quarter; thence run Southerly upon and along East Line of West Half (W<sub>2</sub>) of same above Quarter one thousand three hundred forty-two and thirty two hundredths (1342.32) Feet to a point of intersection of this line and the North line of Section Seventeen (17); thence run Southerly upon and along East Line of West Half (W<sub>2</sub>) of North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of Section Seventeen (17) one thousand twenty-two and fifty six hundredths (1022.36) Feet to the North West Corner of South Half (S<sub>2</sub>) of South East Quarter (SE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>); thence run Easterly upon and along north line of the above South Half (S<sub>2</sub>) six hundred sixty-seven and nine hundredths (667.19) Feet to the point of intersection of this line and East Section Line of Section Seventeen (17); thence run Southerly upon and along East Section Line of Section Seventeen (17) two thousand seven hundred thirty and sixty hundredths (2730.60) Feet to the South East Corner of this Section, which is the point of the beginning.

Excepting therefrom: East Half (E<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) and West Half (W<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) of Section Eight (8), Township fifty-one (51) South, Range forty-two East, more particularly described as follows, to wit: Beginning from the Center Point of South East Quarter (SE<sub>4</sub>) of Section Eight (8) run Southerly upon and along Quarter Section Line of Section Eight (8) six hundred seventy-one and five hundredths (671.05) Feet; thence run Easterly upon and along North Line of West Half (W<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) of Section Eight (8) three hundred thirty-three and seventy-nine hundredths (333.79) Feet to the North East Corner of this West Half (W<sub>2</sub>); thence run Southerly upon and along East Line of same West Half (W<sub>2</sub>) six hundred seventy-one and ten hundredths (671.10) Feet to the point of intersection of this line and South Section Line of Section Eight (8); thence run Westerly upon and along South Section Line of Section Eight (8) one thousand and fifty-one hundredths (1000.51) Feet to the South West Corner of East Half (E<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) of Section Eight (8); thence run Northerly upon and along West Line of this East Half (E<sub>2</sub>) one thousand three hundred forty-one and ninety-one hundredths (1341.91) Feet to the North West Corner of same East Half (E<sub>2</sub>); thence run Easterly upon and along North Line of this East Half (E<sub>2</sub>) six hundred sixty-eight and seventeen hundredths (668.17) Feet to the point of the beginning.

Also excepting: West Half (W<sub>2</sub>) of South East Quarter (SE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) and East Half (E<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) of Section Seventeen (17), Township fifty-one (51) South, Range forty-two East, more particularly described as follows, to wit: Beginning three hundred thirty-three and forty-nine hundredths (333.49) Feet West from South East Corner of North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) of Section Seventeen (17), Township fifty-one (51) South, Range forty-two East run Westerly upon and along South Line of said North East Quarter (NE<sub>4</sub>) six hundred sixty-six and ninety-nine hundredths (666.99) Feet to the South West Corner of this excepted property; thence run Northerly upon and along West Line of said property six hundred eighty-six and ninety-three hundredths (686.93) Feet to the North West Corner of it; thence run Easterly upon and along North Line of this excepted property six hundred sixty-six and seventy-seven hundredths (666.77) Feet to the North East Corner of it; thence run Southerly upon and along East Line of said property six hundred eighty-five and seventy-seven hundredths (685.77) Feet to the point of the beginning.

I, the undersigned, hereby certify that the within plot shows a subdivision of the land described as made under my direction in a recent survey in due conformity with the established boundaries of such lands that the dimensions shown are correct to the best of my knowledge and belief.

By Frank C. Dierker, Engineer.  
License No. 2712

STATE OF FLORIDA } S.S.  
COUNTY OF BROWARD }

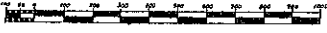
KNOW ALL MEN BY THESE PRESENTS, that the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the Laws of the State of Florida, has caused to be made the above plot of HOLLYWOOD HILLS, a subdivision of all land in Section Seventeen (17) except North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) and North Half (N<sub>2</sub>) of South East Quarter (SE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) and West Half (W<sub>2</sub>) of South East Quarter (SE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) and East Half (E<sub>2</sub>) of South West Quarter (SW<sub>4</sub>) of North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) and of all land in Section Eighteen (18) and of all land in Section Seven (7) and of all land in Section Eight (8), except North East Quarter (NE<sub>4</sub>) of South East Quarter (SE<sub>4</sub>) and East Half (E<sub>2</sub>) of South East Quarter (SE<sub>4</sub>); and of a part of land in Section Twenty (20) as follows:-- North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) with one exception of South West Quarter (SW<sub>4</sub>) of South West Quarter (SW<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) and North East Quarter (NE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>) and East Half (E<sub>2</sub>) of South East Quarter (SE<sub>4</sub>) of North West Quarter (NW<sub>4</sub>). All above in Township fifty-one (51) South, Range forty-two (42) East, Broward County, State of Florida; and that this said corporation hereby specifically reserves to itself the Title to all Streets, Avenues, Alleys, Ways, Walks, Lanes, Canals, Waterways, Golf Courses, Parks and Playways shown on said Plot.

STATE OF FLORIDA } S.S.  
COUNTY OF BROWARD }

HOME SEEKERS REALTY COMPANY (CORP)  
By John C. ... Attest: John C. ...

I, John C. ..., a duly qualified Surveyor and Engineer under and by virtue of the Laws of the State of Florida and in person personally acknowledged that my signature appearing on the above and foregoing plot of HOLLYWOOD HILLS, together with all descriptions, notes and reservations therein set forth, as their true and voluntary act and deed at this said Home Seekers Realty Company for the use and purpose herein set forth this commission expires  
October 4th, A.D. 1928.

**HOLLYWOOD HILLS**  
**Home Seekers Realty Co.**  
Scale 1 = 200'  
Hollywood, Fla.  
Sheet 7 of 7



7251

COUNTY OF Broward DEED NO. 1772

STATE OF FLORIDA

through the

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

(1) E. G. Everett, 1133 Tyler Street, of the City of Hollywood, County of Broward, State of Florida, GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 2 day of ... 1944, in the County of Broward, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of ... DOLLARS (\$ 5.00 ) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors, and assigns, in and to the following described land, situate, lying and being in the County of ... State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

(4) No.	Date	DESCRIPTION	Sec. Tp. Rg. Ac.	Amount Rec'd
				\$

RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line.

(5) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(6) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have herunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the MAY 15 1944.

(SEAL) TRUSTEES INTERNAL IMPROVEMENT FUND

(SEAL) DEPARTMENT OF AGRICULTURE

STATE OF FLORIDA BY: [Signatures] GOVERNOR (SEAL) COMPTROLLER (SEAL) TREASURER (SEAL) ATTORNEY GENERAL (SEAL) COMMISSIONER (SEAL) OF AGRICULTURE

As and Composing the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

18117/20

DEED No. 3840

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 62, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 8, Chapter 20658, Laws of Florida, Acts of 1941, or Section 15 (j), Chapter 20659, Laws of Florida, Acts of 1941, by virtue of the following described tax sale certificates or tax liens for Everglades Drainage District taxes:

See Below

and, WHEREAS, the provisions of Section 67, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 20658, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of TWENTY-FOUR cents (.24)

Dollars to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Hollywood, Los Angeles

of Hollywood, Broward County, Florida

the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lien

25228	1941	Lot 3 Block 39, General 1-1/2' Section of Hollywood	.07
9119	7-6-42		
9151	7-6-42	Lot 23 Block 2, Hollywood Hills	.05
9217	7-6-42	Lot 9 Block 46, Hollywood Hills	.07
9225	7-6-42	Lot 17 Block 54, Hollywood Hills	.05

.24

Subject to Everglades Drainage District taxes for subsequent years.

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or non metallic, which it now owns in, on and under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

The following reservations shall not apply if the property hereinabove described is an area one acre or less.

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made, or constructed thereon, such canals, sluice-ways, dikes and other works as may in the judgment of said Board, or its successors, be necessary and needful for the drainage or reclamation of any of the lands in the Everglades Drainage District and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Board, or its successors, be necessary to use in the making or construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

And further saving and reserving unto the said Board, and its successors, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred thirty feet (130') on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any timber, earth, stone, rock or gravel lying in and upon said strip of land.

And also saving and reserving unto the State of Florida easement for State Road Right-of-Way, two hundred feet (200') wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within one hundred feet (100') of said center line; and unto Broward County easement for County Road Right-of-Way one hundred feet (100') wide, lying equally on each side of the center line of any County Road existing on the date of this deed through so much of any parcel herein described as is within fifty feet (50') of said center line.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused these presents to be signed in its name by its Vice Chairman, attested by its Secretary, and its corporate seal to be hereunto affixed, at West Palm Beach, Palm Beach County, Florida, this 14th

day of September, A. D. Nineteen Hundred and forty-five

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

[Signature]

[Signature]

6



STATE OF FLORIDA,  
COUNTY OF PALM BEACH, SS.

I HEREBY CERTIFY, that on this, the 14th day of September, A. D., 1945

before me, the undersigned authority, personally appeared Earl McDaniel and

K. N. Throp

Vice Chairman and Secretary, respectively, of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, so 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 purposes and uses therein mentioned, and that they affixed thereto the official seal of the said Everglades Drainage District, and that this said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.



*Edith W.*  
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

Notary Public, State of Florida  
Residence: D. Ave. and E. St., Ft. St. St.

STATE OF FLORIDA  
COUNTY OF BREVARD

This instrument was for record 12th day  
Sept 1945 and recorded in book 499  
page 10 on date of RECORD VERIFIED  
TED CABOT, Clerk of the Circuit Court

*Edith W.*



SEPT 17 1945

2-134

18118-18119 COUNTY OF Broward DEED NO. 2719

STATE OF FLORIDA THROUGH THE

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

(1) TO Hollywood, Inc. of the City of Hollywood, County of Broward, State of Florida, GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 15 day of July, 1945, in the County of Broward, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Five and 07/100 DOLLARS

(\$5.07) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Broward, State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

(4) No.	Date	DESCRIPTION	Sec. Tp. Rg. Ac.	Amount Rec'd
3657	7-2-34	Lot 23 Block 2 Hollywood Hills		\$ 5.00
8431	8-5-29			
57625	9-4-33	Lot 9 Block 46 Hollywood Hills		.07
				\$ 5.07



STATE OF FLORIDA COUNTY OF BROWARD

This instrument filed for record on July 20, 1945 and recorded in book 227 on page 122 RECORD VERIFIED. TED CABOT, Clerk of the Circuit Court

(5) AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner.

(6) AS TO ALL LANDS outside of any municipality, as of this date, there is reserved unto the State of Florida an easement for a state road right of way, two hundred feet (200) feet wide, lying equally on each side of the center line of any road existing on the date of this deed through so much of any parcel herein described as is less than 100 feet (100) feet of said center line.

(7) THE GRANTEE SHALL HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

IN WITNESS WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have caused their names and affixed the official seal of said Trustees, and have caused the seal of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, Florida, this 14th day of July, 1945.

STATE OF FLORIDA BY:

Signatures and titles of Governor, Comptroller, Treasurer, and Secretary.

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

1977

DEED No. 5220

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 61, Chapter 14717, Laws of Florida, Acts of 1931, as re-enacted by Section 8, Chapter 20658, Laws of Florida, Acts of 1941, or Section 15 (1), Chapter 28636, Laws of Florida, Acts of 1941, by virtue of tax sale certificates or tax liens for Everglades Drainage District taxes, as hereinafter described, and,

WHEREAS, the provisions of Section 47, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 20658, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of \$ Sixty-two and 55/100

(62.55)

Dollars to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto E. S. Rind

3328 Archwood Ave

Cleveland, Ohio County,

the following described land, situate, lying and being in Broward County, Florida, to-wit:

9301 7-6-42 Lot 17 Blk 83, Hollywood Hills, Flat Book 6 Page 22, Broward Co Records

\$62.55



Subject to road rights of way and easements existing on the date of this deed. All outstanding valid taxes. Subject to Everglades Drainage District taxes for years subsequent to 19.....

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

The following reservations shall not apply if the property hereinafore described is in area one acre or less.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or nonmetallic, which it now owns, or may own under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and recovering the same.

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right to use, dig or remove upon the said lands and make or cause to be made, or constructed thereon, such levees, ditches, canals and other works as may in the judgment of said Board, or its successors, be necessary for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the lands hereby conveyed and to use such gravel, stone or earth as may in the judgment of the Board of Commissioners, be necessary to use in the making and construction of said canals, levees, ditches, and other works upon said lands for the purposes aforesaid.

And reserving unto the said Board, and its successors, the right to the exclusive possession, use and enjoyment of a strip of land running across the above described premises, one hundred (100) feet wide, the center line of any canal, cut, sluice-way or dike that has been or may hereafter be constructed by said Board of Commissioners of Everglades Drainage District, or its successors, and to the exclusive right to take, use, dispose and enjoy any ditches, levees, dikes, and other works upon said strip of land.

IN WITNESS WHEREOF the Board of Commissioners of Everglades Drainage District has caused these presents to be signed by its Chairman, elected by its Secretary, and its members and it

has caused these presents to be signed by its Secretary, elected by its Chairman, and its members and it has caused these presents to be signed by its Secretary, elected by its Chairman, and its members and it



BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

*[Handwritten signatures and initials]*

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY, that on this, the 6th day of JUNE, A. D. 1946,

before me, the undersigned authority, personally appeared K. H. Throop

Secretary, of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that he affixed thereto the official seal of the said Everglades Drainage District, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large.  
My commission expires August 9, 1948  
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA }  
COUNTY OF Palm Beach } SS.

I HEREBY CERTIFY, that on this, the 6th day of JUNE, A. D. 1946,  
before me, the undersigned authority, personally appeared W. D. Hillsaback

Chairman of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large

My Commission expires:

Notary Public, State of Florida at Large.  
My commission expires August 9, 1948  
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA  
COUNTY OF BROWARD

This instrument filed for record at 11:00  
am June 19th 1946 and recorded in book 542  
at 1:00 on page 101. RECORD VERIFIED  
TED CABOT, Clerk of the Circuit Court

Edith M. Stanley

291233



BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

19916, 19918/19941, 19960/19961  
19963/19964, 19967/19968, 19970/19975  
19978/19980, 19982/19983

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 6, Chapter 1477, Laws of Florida, Acts of 1931, as re-enacted by Section 8, Chapter 2658, Laws of Florida, Acts of 1941, or Section 15 (4), Chapter 20658, Laws of Florida, Acts of 1941, by virtue of tax sale certificates or tax liens for Everglades Drainage District taxes, as hereinafter described, and,

WHEREAS, the provisions of Section 67, Chapter 1477, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 20658, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with,

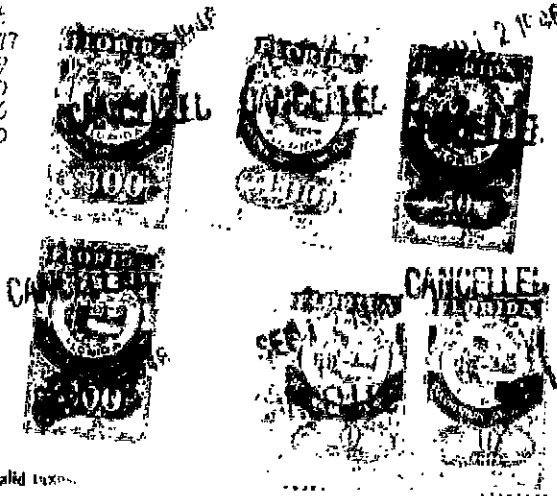
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of \$ 70,000.00

Seventy-Six Hundred Thirty & 01/100 Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto

Shurwood Investment Company  
1924 Hollywood Boulevard, Hollywood  
of Broward County, Florida

the following described land, situate, being and being in Broward County, Florida, to-wit:

- 20006/20010, 20013/20014
- 20020, 20022/20032, 20077
- 20079/20103, 20105/20109
- 20111/20112, 20114/20120
- 20132/20138, 20150/20156
- 20158/20163, 20166/20130



Subject to all outstanding valid taxes.

Subject to road rights of way and easements existing on the date of this deed.

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

The following reservations shall not apply if the property hereinafter described is in area one acre or less.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or nonmetallic, which it now owns, in, on and under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

Having and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made, or constructed thereon, such canals, ditches, ways, dikes and other works as may in the judgment of said Board, or its successors, be necessary and needed for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may in the judgment of the Board, or its successors, be necessary to use in the making and construction of said canals, cuts, ditches, ways, dikes and other works upon said lands for the purposes aforesaid.

And further reserving and reserving unto the said Board, and its successors, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred thirty feet (130') on each side of the center line of any canal, cut, ditch, way or dike that has been or may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any timber, earth, stone, rock or gravel lying in and upon said strip of land.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused these presents to be signed in its name by its Chairman, attested by its Secretary and its corporate seal to be hereunto affixed, at West Palm Beach, Palm Beach County, Florida, this 15th day

September, A. D. Nineteen Hundred and \_\_\_\_\_

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

[Signature]

[Signature]  
Chairman



1915

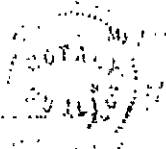
STATE OF FLORIDA,  
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_,  
before me, the undersigned authority, personally appeared \_\_\_\_\_

Secretary of the Board of Control of the Everglades Drainage District of the State of Florida, to whom I read the contents of the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer and agent of the said Board of Control, and that he possessed the legal title and interest in the said instrument and that the said instrument is the act and deed of said Board.

WITNESS my hand and official seal of said County of Palm Beach, this \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_.

NOTARY PUBLIC



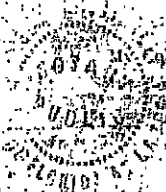
STATE OF FLORIDA,  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_,  
before me, the undersigned authority, personally appeared \_\_\_\_\_

Chairman of the Board of Control of the Everglades Drainage District of the State of Florida, to whom I read the contents of the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer and agent of the said Board of Control, and that he possessed the legal title and interest in the said instrument and that the said instrument is the act and deed of said Board.

WITNESS my hand and official seal of said County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_.

NOTARY PUBLIC



9519	7-6-42	Lot 18, Block T, Hollywood Hills Plat Book 6, Page 31 Broward County Records	2.33
9518	7-6-42	Lot 5, Block T, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9514	7-6-42	Lot 26, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	2.33
9512	7-6-42	Lot 14, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9510	7-6-42	Lot 13, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9508	7-6-42	Lot 7, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9507	7-6-42	Lot 6, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9506	7-6-42	Lot 5, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9505	7-6-42	Lot 4, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9504	7-6-42	Lot 3, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9492	7-6-42	Lots 17, 18, 19, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	3.33
9490	7-6-42	Lot 11, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	1.33
9489	7-6-42	Lots 8, 9, Block L, Hollywood Hills Plat Book 6, Page 31 Broward County Records	25.05
9488	7-6-42	Lot 41, Block K, Hollywood Hills Plat Book 6, Page 31 Broward County Records	17.33
9484	7-6-42	Lot 4, Block J, Hollywood Hills Plat Book 6, Page 31 Broward County Records	3.33
9482	7-6-42	Lot 30, Block T, Hollywood Hills Plat Book 6, Page 31 Broward County Records	17.33
9460	7-6-42	Lot 28, Block T, Hollywood Hills Plat Book 6, Page 31 Broward County Records	13.33
9479	7-6-42	Lot 24, Block H, Hollywood Hills Plat Book 6, Page 31 Broward County Records	5.33
9477	7-6-42	Lot 1, Block E, Hollywood Hills Plat Book 6, Page 31 Broward County Records	3.33



9425	7-6-42	Lot 22, Block 234, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.33
9424	7-6-42	Lots 15, 16, Block 234, Hollywood Hills Plat Book 6, Page 31 Broward County Records	92.36
9412	7-6-42	Lot 30, Block 235, Hollywood Hills Plat Book 6, Page 31 Broward County Records	59.53
9407	7-6-42	Lot 32, Block 227, Hollywood Hills Plat Book 6, Page 31 Broward County Records	51.73
9402	7-6-42	Lot 9, Block 211, Hollywood Hills Plat Book 6, Page 31 Broward County Records	47.33
9401	7-6-42	Lot 7, Block 211, Hollywood Hills Plat Book 6, Page 31 Broward County Records	47.33
9400	7-6-42	Lot 8, Block 211, Hollywood Hills Plat Book 6, Page 31 Broward County Records	48.33
9399	7-6-42	Lot 10, Block 211, Hollywood Hills Plat Book 6, Page 31 Broward County Records	47.33
9395	7-6-42	Lot 12, Block 190, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.33
9394	7-6-42	Lot 12, Block 190, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.33
9392	7-6-42	Lot 4, Block 177, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.03
9389	7-6-42	Lot 13, Block 175, Hollywood Hills Plat Book 6, Page 31 Broward County Records	47.83
9388	7-6-42	Lot 14, Block 164, Hollywood Hills Plat Book 6, Page 31 Broward County Records	60.33
9381	7-6-42	Lots 21, 22, Block 181, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.86
9373	7-6-42	Lots 20, 21, Block 172, Hollywood Hills Plat Book 6, Page 31 Broward County Records	42.86
9367	7-6-42	Lot 14, Block 167, Hollywood Hills Plat Book 6, Page 22 Broward County Records	42.83
9363	7-6-42	Lot 6, Block 158, Hollywood Hills Plat Book 6, Page 22 Broward County Records	29.83
9352	7-6-42	Lot 5, Block 156, Hollywood Hills Plat Book 6, Page 22 Broward County Records	41.83
9350	7-6-42	Lot 7, Block 156, Hollywood Hills Plat Book 6, Page 22 Broward County Records	41.83
9351	7-6-42	Lot 8, Block 155, Hollywood Hills Plat Book 6, Page 22 Broward County Records	41.83

9354	7-6-42	Lot 10, Block 150, Hollywood Hills Plat Book 6, Page 22 Broward County Records	106
9352	7-6-42	Lot 23, Block 147, Hollywood Hills Plat Book 6, Page 22 Broward County Records	7.83
9346	7-6-42	Lot 1, Block 148, Hollywood Hills Plat Book 6, Page 22 Broward County Records	7.83
9345	7-6-42	Lot 21, Block 147, Hollywood Hills Plat Book 6, Page 22 Broward County Records	12.83
9344	7-6-42	Lot 1, Block 141, Hollywood Hills Plat Book 6, Page 22 Broward County Records	17.83
9343	7-6-42	Lot 1, Block 140, Hollywood Hills Plat Book 6, Page 22 Broward County Records	12.33
9340	7-6-42	Lot 1, Block 139, Hollywood Hills Plat Book 6, Page 22 Broward County Records	185.39
9339	7-6-42	Lot 1, Block 138, Hollywood Hills Plat Book 6, Page 22 Broward County Records	11.33
9336	7-6-42	Lot 1, Block 137, Hollywood Hills Plat Book 6, Page 22 Broward County Records	29.36
9335	7-6-42	Lot 1, Block 136, Hollywood Hills Plat Book 6, Page 22 Broward County Records	28.33
9331	7-6-42	Lot 1, Block 135, Hollywood Hills Plat Book 6, Page 22 Broward County Records	12.43
9330	7-6-42	Lot 1, Block 134, Hollywood Hills Plat Book 6, Page 22 Broward County Records	18.33
9327	7-6-42	Lot 25, Block 73, Hollywood Hills Plat Book 6, Page 22 Broward County Records	17.33
9324	7-6-42	Lot 13, Block 92, Hollywood Hills Plat Book 6, Page 22 Broward County Records	16.33
9322	7-6-42	Lot 13, Block 91, Hollywood Hills Plat Book 6, Page 22 Broward County Records	12.83
9321	7-6-42	Lot 7, Block 91, Hollywood Hills Plat Book 6, Page 22 Broward County Records	15.33
9320	7-6-42	Lot 10, Block 90, Hollywood Hills Plat Book 6, Page 22 Broward County Records	15.33
9319	7-6-42	Lot 7, Block 89, Hollywood Hills Plat Book 6, Page 22 Broward County Records	17.33
9315	7-6-42	Lots 5, 6, Block 89, Hollywood Hills Plat Book 6, Page 22 Broward County Records	36.36
9317	7-6-42	Lot 11, Block 88, Hollywood Hills Plat Book 6, Page 22 Broward County Records	15.33

9315	7-6-42	Lot 6, Block 67, Hollywood Hills Flat Book C, Page 22 Broward County Records	22.33
9313	7-6-42	Lot 4, Block 66, Hollywood Hills Flat Book C, Page 22 Broward County Records	19.83
9312	7-6-42	Lots 27, 28, Block 65, Hollywood Hills Flat Book C, Page 22 Broward County Records	35.86
9311	7-6-42	Lot 28, Block 65, Hollywood Hills Flat Book C, Page 22 Broward County Records	19.83
9309	7-6-42	Lot 10, Block 65, Hollywood Hills Flat Book C, Page 22 Broward County Records	17.33
9307	7-6-42	Lot 1, Block 65, Hollywood Hills Flat Book C, Page 22 Broward County Records	17.33
9305	7-6-42	Lot 33, Block 62, Hollywood Hills Flat Book C, Page 22 Broward County Records	12.33
9302	7-6-42	Lot 20, Block 63, Hollywood Hills Flat Book C, Page 22 Broward County Records	14.83
9298	7-6-42	Lot 30, Block 62, Hollywood Hills Flat Book C, Page 22 Broward County Records	12.33
9295	7-6-42	Lots 25, 26, Block 61, Hollywood Hills Flat Book C, Page 22 Broward County Records	104.86
9293	7-6-42	Lots 27, 18, Block 60, Hollywood Hills Flat Book C, Page 22 Broward County Records	115.36
9291	7-6-42	Lots 11, 15, Block 78, Hollywood Hills Flat Book 6, Page 22 Broward County Records	79.86
9290	7-6-42	Lot 44, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	22.33
9289	7-6-42	Lot 43, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	32.33
9288	7-6-42	Lot 39, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	34.83
9287	7-6-42	Lot 35, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	17.33
9286	7-6-42	Lots 14, 15, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	67.36
9285	7-6-42	Lots 10, 11, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	72.36
9284	7-6-42	Lot 35, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	29.83
9283	7-6-42	Lot 35, Block 75, Hollywood Hills Flat Book 6, Page 22 Broward County Records	27.33

9281	7-6-42	Lot 10, Block 72, Hollywood Hills Plat Book 6, Page 22 Broward County Records	22.33
9279	7-6-42	Lot 27, Block 71, Hollywood Hills Plat Book 6, Page 22 Broward County Records	34.83
9277	7-6-42	Lot 29, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	27.33
9276	7-6-42	Lot 24, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	29.83
9275	7-6-42	Lots 20, 21, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	104.86
9274	7-6-42	Lot 10, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	19.83
9272	7-6-42	Lots 3, 4, 5, 6, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	317.42
9271	7-6-42	Lot 2, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	54.83
9270	7-6-42	Lot 1, Block 70, Hollywood Hills Plat Book 6, Page 22 Broward County Records	37.33
9266	7-6-42	Lot 32, Block 67, Hollywood Hills Plat Book 6, Page 22 Broward County Records	61.83
9264	7-6-42	Lot 4, Block 67, Hollywood Hills Plat Book 6, Page 22 Broward County Records	67.33
9262	7-6-42	Lot 31, Block 66, Hollywood Hills Plat Book 6, Page 22 Broward County Records	84.83
9261	7-6-42	Lot 30, Block 66, Hollywood Hills Plat Book 6, Page 22 Broward County Records	87.33
9260	7-6-42	Lot 5, Block 66, Hollywood Hills Plat Book 6, Page 22 Broward County Records	142.33
9248	7-6-42	Lots 22, 23, Block 62, Hollywood Hills Plat Book 6, Page 22 Broward County Records	204.86
9246	7-6-42	Lot 10, Block 62, Hollywood Hills Plat Book 6, Page 22 Broward County Records	54.83
9245	7-6-42	Lot 19, Block 60, Hollywood Hills Plat Book 6, Page 22 Broward County Records	54.83
9244	7-6-42	Lot 14, Block 60, Hollywood Hills Plat Book 6, Page 22 Broward County Records	54.83
9243	7-6-42	Lots 11, 12, Block 60, Hollywood Hills Plat Book 6, Page 22 Broward County Records	114.86



9234	7-6-42	Lot 20, Block 56, Hollywood Hills Flat Book 6, Page 22 Broward County Records	67.33
9231	7-6-42	Lot 11, 12, 49, Block 56, Hollywood Hills Flat Book 6, Page 22 Broward County Records	342.36
9229	7-6-42	Lot 15, Block 55, Hollywood Hills Flat Book 6, Page 22 Broward County Records	54.83
9228	7-6-42	Lot 8, Block 55, Hollywood Hills Flat Book 6, Page 22 Broward County Records	74.53
9224	7-6-42	Lots 23, 24, Block 53, Hollywood Hills Flat Book 6, Page 22 Broward County Records	104.36
9222	7-6-42	Lot 8, Block 53, Hollywood Hills Flat Book 6, Page 22 Broward County Records	42.33
9220	7-6-42	Lot 21, Block 51, Hollywood Hills Flat Book 6, Page 22 Broward County Records	42.33
9218	7-6-42	Lot 26, Block 50, Hollywood Hills Flat Book 6, Page 22 Broward County Records	92.33
9216	7-6-42	Lot 6, Block 50, Hollywood Hills Flat Book 6, Page 22 Broward County Records	59.83
9215	7-6-42	Lot 5, Block 50, Hollywood Hills Flat Book 6, Page 22 Broward County Records	57.83
9213	7-6-42	Lots 43, 44, Block 49, Hollywood Hills Flat Book 6, Page 22 Broward County Records	122.36
9211	7-6-42	Lot 18, Block 49, Hollywood Hills Flat Book 6, Page 22 Broward County Records	54.83
9210	7-6-42	Lot 17, Block 49, Hollywood Hills Flat Book 6, Page 22 Broward County Records	67.33
9206	7-6-42	Lot 3, Block 47, Hollywood Hills Flat Book 6, Page 22 Broward County Records	29.83
9203	7-6-42	Lots 4, 5, Block 45, Hollywood Hills Flat Book 6, Page 22 Broward County Records	80.36
9200	7-6-42	Lot 24, Block 42, Hollywood Hills Flat Book 6, Page 22 Broward County Records	49.83
9195	7-6-42	Lot 13, Block 39, Hollywood Hills Flat Book 6, Page 22 Broward County Records	49.83
9191	7-6-42	Lot 21, Block 38, Hollywood Hills Flat Book 6, Page 22 Broward County Records	89.83
9188	7-6-42	Lot 14, Block 27, Hollywood Hills Flat Book 6, Page 22 Broward County Records	89.83



DEED 553-114

9129	7-6-42	Lots 31, 32, Block 1, Hollywood Hills Plat Book 6, Page 22 Broward County Records	112.36
9128	7-6-42	Lot 28, Block 1, Hollywood Hills Plat Book 6, Page 22 Broward County Records	42.33
9127	7-6-42	Lot 23, Block 1, Hollywood Hills Plat Book 6, Page 22 Broward County Records	42.83

STATE OF FLORIDA  
COUNTY OF BROWARD

This instrument filed for record  
on 7-19-42 and recorded in Book  
553 on page 114. RECORD NUMBER  
TED CAROT, Clerk of the Circuit Court

D.C.

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

20119  
BD-20

DEED No. 5530

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 63, Chapter 1477, Laws of Florida, Acts of 1931, as re-enacted by Section 8, Chapter 2058, Laws of Florida, Acts of 1941, or Section 15 (1), Chapter 2058, Laws of Florida, Acts of 1941, by virtue of said certificates or tax liens for Everglades Drainage District taxes, as hereinafter described, and

WHEREAS, the provisions of Section 67, Chapter 1477, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 2058, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of \$31.95

Thirty-One & 95/100 Dollars to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Luther Dykes

about 2  
of Hazelhurst, Xxxxx, Georgia  
the following described land, situate, lying and being in Broward County, Florida, to-wit:

Parcel #1

9207 7-6-42 Lot 11, Block 4B, Hollywood Hills  
Plat Book 6, Page 22  
Broward County Records 30.83

Parcel #2

2464 6-1-32 Lot 1, Block 4B, Hollywood Beach Gardens  
Map 18427 1941 1st Addition, Plat Book 21, Page 15  
5660 7-6-42 Broward County Records 1.12

Parcel #2 Subject also to that certain oil, gas and mineral lease dated October 15, 1944, executed by and between the party of the first part herein as Lessor and The Humble Oil & Refining Company, as Lessee.

Subject to all outstanding valid taxes.

Subject to road rights of way and easements existing on the date of this deed.

~~Subject to the easement for water works as shown on the plat of 10-15-44~~

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee and his heirs, successors and assigns forever.

The following reservations shall not apply if the property hereinabove described is in area one acre or less.

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, fifty percent of all of the oil, gas and other minerals and mineral rights, whether metallic or non-metallic, which it now owns, in, on and under the surface of the lands described herein, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made or constructed thereon, such canals, sluice-ways, dikes and other works as may in the judgment of said Board, in its capacity, be necessary and needful for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the said lands hereby conveyed and to use such gravel, stone or such material in the judgment of the Board, or its successors, be necessary to use in the making and construction of said canals, dikes, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

And further saving and reserving unto the said Board, and its successors, the right in the immediate possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred (100) feet on each side of the center line of any canal, cut, sluice-way or other structure hereinafter may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any earth, earth, stone, rock or gravel lying in and upon said strip of land.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused these presents to be signed in its name by its Chairman, attested by its Secretary, and its members and its

secretaries attested, at West Palm Beach, Palm Beach County, Florida, this 27th

day of September

A. D. Nineteen Hundred and Fifty

BOARD OF COMMISSIONERS

*[Signatures]*



558 330

SEP 19 1946



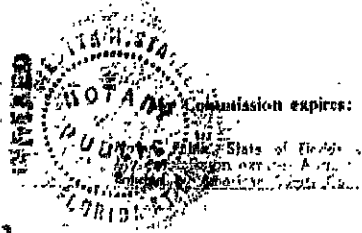
STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS.

I HEREBY CERTIFY, that on this, the 5th day of April, A. D. 1946,  
before me, the undersigned authority, personally appeared K. H. ...

Secretary, of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that he affixed thereto the official seal of the said Everglades Drainage District, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large



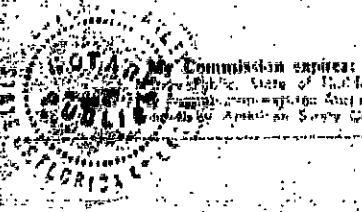
STATE OF FLORIDA }  
COUNTY OF Palm Beach } SS.

I HEREBY CERTIFY, that on this, the 21st day of September, A. D. 1946,  
before me, the undersigned authority, personally appeared ...

Chairman of the Board of Commissioners of the Everglades Drainage District, a body corporate under the laws of the State of Florida, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the purposes and uses therein mentioned, and that the said instrument is the act and deed of said Board.

WITNESS, my signature and official seal at ..., said County and State, the day and year last aforesaid.

Edith M. Stanley  
NOTARY PUBLIC, State of Florida at Large



STATE OF FLORIDA  
COUNTY OF BROWARD  
This instrument filed for record 6/23  
Sept. 19 1946 and recorded in book 553  
at ... on page ... RECORD VERIFIED  
TED CABOT, Clerk of the Circuit Court  
...

176  
114  
111

19816-19921/19	20013/18	20050/63	20077	20156/180
19951-19953/6	20020	20071/74	20079/130	
19967/68	19985/98	20012/68	20132/111	
19970/75	20000/03	20022/38	20150/63	
19978/80	20005/06	COUNTY OF BROWARD		DEED NO. 3021
19982/83	20008/10	STATE OF FLORIDA THROUGH THE		

**TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR**

(1) TO Sherwood Investment Company 1524 Hollywood Blvd.  
of the City of Hollywood, County of Broward, State of Florida, GRANTEE

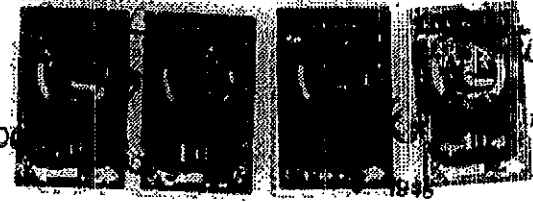
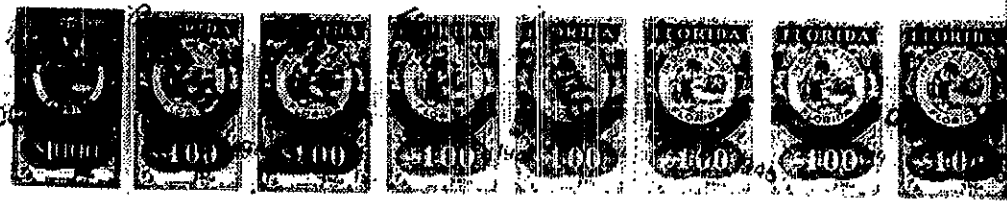
WITNESSETH:  
WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida, and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 20 day of May, 1946, in the County of Broward, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Forty-Eight & 39/100 DOLLARS

(\$19,518.39) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, its heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Broward, State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

(4) No.	Date	DESCRIPTION	Sec. Tp. Rg. Ac.	Amount Rec'd
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8642 60768	8-1-32 9-4-33	Lot 48, Block T Hollywood Hills Plat Book 6, Page 31, Broward County Records	7.77
60751	9-4-33	Lot 5, Block T Hollywood Hills Plat Book 6, Page 31, Broward County Records	6.27
8893 60698	7-7-30 9-4-33	Lot 26, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	7.77
10210 60692	9-7-31 9-4-33	Lot 14, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
26425 60690	8-1-27 9-4-33	Lot 4, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
8636 60679	8-1-32 9-4-33	Lot 27, Block P Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
8635 60674	8-1-32 9-4-33	Lot 8, Block P Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
8634 60673	8-1-32 9-4-33	Lot 7, Block P Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
8642 60663	8-5-29 9-4-33	Lot 12, Block P Hollywood Hills Plat Book 6, Page 31, Broward County Records	5.27
8892 60650	7-7-30 9-4-33	Lot 6, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	7.27
2753 2764	7-2-34 7-2-34	Lots 17, 18, 19, Block I Hollywood Hills Plat Book 6, Page 31, Broward County Records	17.71
60592	9-4-33	Lot 11, Block I Hollywood Hills Plat Book 6, Page 31, Broward County Records	17.71
26384 60590	8-1-27 9-4-33	Lots 8, 9, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	7.71
8886 60582	7-7-30 9-4-33	Lot 31, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	22.77
8885 60550	7-7-30 9-4-33	Lot 2, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	6.27
8883 60539	7-7-30 9-4-33	Lot 30, Block I Hollywood Hills Plat Book 6, Page 31, Broward County Records	11.71
8882 60524	7-7-30 9-4-33	Lot 28, Block H Hollywood Hills Plat Book 6, Page 31, Broward County Records	19.77
8628 60522	8-1-32 9-4-33	Lot 24, Block H Hollywood Hills Plat Book 6, Page 31, Broward County Records	19.27
26337 60479	8-1-27 9-4-33	Lot 1, Block J Hollywood Hills Plat Book 6, Page 31, Broward County Records	8.27
26330 60467	8-1-27 9-4-33	Lot 2, Block E Hollywood Hills Plat Book 6, Page 31, Broward County Records	17.77
8623 60451	8-1-32 9-4-33	Lot 9, Block D Hollywood Hills Plat Book 6, Page 31, Broward County Records	3.27
60447	9-4-33	Lot 4, Block D Hollywood Hills Plat Book 6, Page 31, Broward County Records	8.27
8621 60443	8-1-32 9-4-33	Lot 33, Block C Hollywood Hills Plat Book 6, Page 31, Broward County Records	22.77
60427	9-4-33	Lot 7, Block C Hollywood Hills Plat Book 6, Page 31, Broward County Records	8.21
10191/92 60410/11	9-7-31 9-4-33	Lots 18, 19, Block B Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.74
7760	7-2-34	Lots 30, 31, 32, Block 299 Hollywood Hills Plat Book 6, Page 22, Broward County Records	133.55

2759	7-2-34	Lot 11, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	45.55
10188 60339	9-7-31 9-4-33	Lots 40, 41, 42, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	513.54
1016182 60337	8-6-28 9-4-33	Lot 36, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	110.55
1016181 60336	8-6-28 9-4-33	Lot 35, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
8620 60333	8-5-29 9-4-33	Lot 27, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	98.55
8619 60332	8-5-29 9-4-33	Lot 23, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	108.55
2757	7-2-34	Lot 18, Block 297 Hollywood Hills Plat Book 6, Page 22, Broward County Records	11.55
8617 60322	8-5-29 9-4-33	Lot 46, Block 296 Hollywood Hills Plat Book 6, Page 22, Broward County Records	71.55
10183 60254	9-7-31 9-4-33	Lot 15, Block 293 Hollywood Hills Plat Book 6, Page 22, Broward County Records	71.55
26229 60187	8-1-27 9-4-33	Lots 13, 14, Block 293 Hollywood Hills Plat Book 6, Page 22, Broward County Records	218.55
8560 60099	7-7-30 9-4-33	Lot 7, Block 291 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
10176 60104	9-7-31 9-4-33	Lot 26, Block 277 Hollywood Hills Plat Book 6, Page 22, Broward County Records	65.55
10174 60056	9-7-31 9-4-33	Lot 11, Block 275 Hollywood Hills Plat Book 6, Page 22, Broward County Records	9.55
60021	8-1-33	Lot 14, Block 273 Hollywood Hills Plat Book 6, Page 22, Broward County Records	81.55
8590 60005	8-5-29 9-4-33	Lots 1, 2, Block 271 Hollywood Hills Plat Book 6, Page 22, Broward County Records	245.55
2750	7-2-34	Lots 19, 20, Block 270 Hollywood Hills Plat Book 6, Page 22, Broward County Records	77.76
26156 60004	8-1-27 9-4-33	Lot 1, Block 270 Hollywood Hills Plat Book 6, Page 22, Broward County Records	62.27
9588 60000	8-5-29 9-4-33	Lot 10, Block 270 Hollywood Hills Plat Book 6, Page 22, Broward County Records	138.55
10171 59988	9-7-31 9-4-33	Lot 12, Block 269 Hollywood Hills Plat Book 6, Page 22, Broward County Records	72.27
8590 59987	8-1-32 9-4-33	Lot 11, Block 269 Hollywood Hills Plat Book 6, Page 22, Broward County Records	27.77
2747	7-2-34	Lot 34, Block 267 Hollywood Hills Plat Book 6, Page 31, Broward County Records	72.27
8585 59953	8-1-32 9-4-33	Lot 45, Block 266 Hollywood Hills Plat Book 6, Page 31, Broward County Records	70.27
8580 59891	8-1-32 9-4-33	Lot 19, Block 262 Hollywood Hills Plat Book 6, Page 31, Broward County Records	60.27
2746	7-2-34	Lots 9, 10, Block 261 Hollywood Hills Plat Book 6, Page 31, Broward County Records	97.44
59850	9-4-33	Lot 20, Block 259 Hollywood Hills Plat Book 6, Page 31, Broward County Records	27.77



8818 59817	7-7-30 9-4-33	Lots 14, 15, Block 259 Hollywood Hills Plat Book 6, Page 31, Broward County Records	82.24
50 59826	10-6-30 9-4-33	Lot 19, Block 249 Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.27
8814 59819	7-7-30 9-4-33	Lots 4, 5, Block 249 Hollywood Hills Plat Book 6, Page 31, Broward County Records	147.28
2744	7-2-34	Lot 7, Block 245 Hollywood Hills Plat Book 6, Page 31, Broward County Records	54.77
10163 59785	9-7-31 9-4-33	Lot 22, Block 234 Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.27
2743	7-2-34	Lots 15, 16, Block 234 Hollywood Hills Plat Book 6, Page 31, Broward County Records	97.24
10160 59737	9-7-31 9-4-33	Lot 30, Block 244 Hollywood Hills Plat Book 6, Page 31, Broward County Records	54.77
10158 59709	9-7-31 9-4-33	Lot 32, Block 227 Hollywood Hills Plat Book 6, Page 31, Broward County Records	59.77
2734	7-2-34	Lot 36, Block 226 Hollywood Hills Plat Book 6, Page 22, Broward County Records	129.55
2733	7-2-34	Lots 28, 29, Block 226 Hollywood Hills Plat Book 6, Page 22, Broward County Records	142.55
8563 59676	8-1-32 9-4-33	Lot 1, Block 226 Hollywood Hills Plat Book 6, Page 22, Broward County Records	119.55
2731	7-2-34	Lot 16, Block 225 Hollywood Hills Plat Book 6, Page 22, Broward County Records	41.55
10153 59626	9-7-31 9-4-33	Lot 22, Block 223 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
8556 59548	8-1-32 9-4-33	Lot 24, Block 216 Hollywood Hills Plat Book 6, Page 22, Broward County Records	114.55
8562 59533	8-5-29 9-4-33	Lot 20, Block 215 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
59522	9-4-33	Lot 13, Block 214 Hollywood Hills Plat Book 6, Page 21, Broward County Records	142.55
8554 59482	8-1-32 9-4-33	Lot 17, Block 210 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
2724	7-2-34	Lot 20, Block 207 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
8552 59429	8-1-32 9-4-33	Lot 9, Block 205 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
8825 59425	7-7-30 9-4-33	Lot 4, Block 205 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55
8551 59409	8-1-32 9-4-33	Lot 20, Block 203 Hollywood Hills Plat Book 6, Page 22, Broward County Records	293.55
2722	7-2-34	Lots 1, 2, Block 200 Hollywood Hills Plat Book 6, Page 22, Broward County Records	269.55
8549 59363	8-1-32 9-4-33	Lots 19, 20, 21, Block 199 Hollywood Hills Plat Book 6, Page 22, Broward County Records	328.55
59361	9-4-33	Lot 14, Block 199 Hollywood Hills Plat Book 6, Page 22, Broward County Records	163.55
8548 59357	8-1-32 9-4-33	Lot 4, Block 199 Hollywood Hills Plat Book 6, Page 22, Broward County Records	93.55

8517 59314	8-1-32 9-4-33	Lots 8, 9, Block 198 Hollywood Hills Plat Book 6, Page 22, Broward County Records	208.55
59324	9-4-33	Lot 1, Block 196 Hollywood Hills Plat Book 6, Page 22, Broward County Records	116.55
10134 59318	9-7-31 9-4-33	Lots 10, 11, Block 195 Hollywood Hills Plat Book 6, Page 22, Broward County Records	328.55
10133 59309	9-7-31 9-4-33	Lot 9, Block 194 Hollywood Hills Plat Book 6, Page 31, Broward County Records	32.27
2719	7-2-34	Lot 7, Block 194 Hollywood Hills Plat Book 6, Page 31, Broward County Records	32.27
8544 59302	8-1-32 9-4-33	Lot 8, Block 193 Hollywood Hills Plat Book 6, Page 31, Broward County Records	32.27
10132 59292	9-7-31 9-4-33	Lots 2, 3, 4, 5, Block 192 Hollywood Hills Plat Book 6, Page 31, Broward County Records	168.49
25853 59271	8-1-27 9-4-33	Lot 13, Block 190 Hollywood Hills Plat Book 6, Page 31, Broward County Records	32.27
25852 59270	8-1-27 9-4-33	Lot 12, Block 190 Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.77
2716	7-2-34	Lot 4, Block 187 Hollywood Hills Plat Book 6, Page 31, Broward County Records	37.77
59234	9-4-33	Lot 13, Block 185 Hollywood Hills Plat Book 6, Page 31, Broward County Records	37.77
8518 59230	8-5-29 9-4-33	Lot 44, Block 184 Hollywood Hills Plat Book 6, Page 31, Broward County Records	65.27
8811 59190	7-7-30 9-4-33	Lots 21, 22, Block 178 Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.74
59119	9-4-33	Lots 20, 21, Block 178 Hollywood Hills Plat Book 6, Page 31, Broward County Records	47.74
8804 59079	7-7-30 9-4-33	Lot 14, Block 167 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.77
8800 59018	7-7-30 9-4-33	Lot 6, Block 158 Hollywood Hills Plat Book 6, Page 22, Broward County Records	34.77
8538 59017	8-5-29 9-4-33	Lot 5, Block 154 Hollywood Hills Plat Book 6, Page 22, Broward County Records	9.77
10115 58997	9-7-31 9-4-33	Lot 7, Block 156 Hollywood Hills Plat Book 6, Page 22, Broward County Records	9.77
8537 58992	8-1-32 9-4-33	Lot 11, Block 155 Hollywood Hills Plat Book 6, Page 22, Broward County Records	10.77
8536 58956	8-1-32 9-4-33	Lot 10, Block 150 Hollywood Hills Plat Book 6, Page 22, Broward County Records	5.54
10111 58942	9-7-31 9-4-33	Lot 23, Block 149 Hollywood Hills Plat Book 6, Page 22, Broward County Records	12.77
8535 58891	8-1-32 9-4-33	Lot 38, Block 143 Hollywood Hills Plat Book 6, Page 31, Broward County Records	12.77
2710	7-2-34	Lot 22, Block 143 Hollywood Hills Plat Book 6, Page 31, Broward County Records	17.77
2709	7-2-34	Lot 6, Block 144 Hollywood Hills Plat Book 6, Page 22, Broward County Records	52.77
8534 58888	8-1-32 9-4-33	Lots 13, 14, Block 140 Hollywood Hills Plat Book 6, Page 22, Broward County Records	193.55
8533 58875	8-1-27 9-4-33	Lot 5, Block 140 Hollywood Hills Plat Book 6, Page 22, Broward County Records	110.55

8528 58852	8-5-29 9-4-33	Lot 1, Block 140 Hollywood Hills Plat Book 6, Page 22, Broward County Records	148.55
8532 58850	8-1-32 9-4-33	Lot 20, Block 139 Hollywood Hills Plat Book 6, Page 22, Broward County Records	68.55
10108 58843	9-7-31 9-4-33	Lot 1, Block 139 Hollywood Hills Plat Book 6, Page 22, Broward County Records	68.55
8526 58821	8-5-29 9-4-33	Lot 19, Block 135 Hollywood Hills Plat Book 6, Page 22, Broward County Records	14.55
8786 58791	7-7-30 9-4-33	Lot 13, Block 133, Hollywood Hills Plat Book 6, Page 22, Broward County Records	394.55
10106 58789	9-7-31 9-4-33	Lot 11, Block 133 Hollywood Hills Plat Book 6, Page 22, Broward County Records	419.55
8524 58786	8-5-29 9-4-33	Lots 4, 5, Block 133 Hollywood Hills Plat Book 6, Page 22, Broward County Records	74.55
8530 58782	8-1-32 9-4-33	Lots 21, 22, Block 132 Hollywood Hills Plat Book 6, Page 22, Broward County Records	60.55
2705	7-2-34	Lots 19, 20, Block 132 Hollywood Hills Plat Book 6, Page 22, Broward County Records	60.55
8523 58763	8-5-29 9-4-33	Lot 18, Block 130, Hollywood Hills Plat Book 6, Page 22, Broward County Records	74.55
8527 58745	8-1-32 9-4-33	Lots 20, 21, Block 129, Hollywood Hills Plat Book 6, Page 22, Broward County Records	154.55
58716	9-4-33	Lot 15, Block 129, Hollywood Hills Plat Book 6, Page 22, Broward County Records	74.55
8779 58710	7-7-30 9-4-33	Lot 3, Block 128 Hollywood Hills Plat Book 6, Page 22, Broward County Records	68.55
8524 58700	8-1-32 9-4-33	Lot 8, Block 128 Hollywood Hills Plat Book 6, Page 22, Broward County Records	63.55
8527 58691	8-5-29 9-4-33	Lots 10, 11, Block 127 Hollywood Hills Plat Book 6, Page 22, Broward County Records	114.55
8777 58686	7-7-30 9-4-33	Lot 11, Block 127 Hollywood Hills Plat Book 6, Page 22, Broward County Records	74.55
311 3029	9-5-27 8-2-37	Lot 12, Block 123 Hollywood Hills Plat Book 6, Page 22, Broward County Records	64.55
10100 58661	9-7-31 9-4-33	Lot 20, Block 120 Hollywood Hills Plat Book 6, Page 22, Broward County Records	74.55
25559 58659	8-1-27 9-4-33	Lot 16, Block 122 Hollywood Hills Plat Book 6, Page 22, Broward County Records	163.55
8512 58649	8-5-29 9-4-33	Lot 2, Block 122 Hollywood Hills Plat Book 6, Page 22, Broward County Records	98.55
16012 58635	8-6-28 9-4-33	Lot 23, Block 121 Hollywood Hills Plat Book 6, Page 22, Broward County Records	104.55
58626	9-4-33	Lot 5, Block 121 Hollywood Hills Plat Book 6, Page 22, Broward County Records	53.55
8518 58623	8-1-32 9-4-33	Lot 39, Block 120 Hollywood Hills Plat Book 6, Page 22, Broward County Records	103.55
58604	9-4-33	Lot 3, Block 120 Hollywood Hills Plat Book 6, Page 22, Broward County Records	54.55
25539 58600	8-1-27 9-4-33	Lot 28, Block 119 Hollywood Hills Plat Book 6, Page 22, Broward County Records	100.55
58584	9-4-33	Lot 5, Block 111 Hollywood Hills Plat Book 6, Page 22, Broward County Records	144.55

557 95120

58428	9-4-33	Lot 3, Block 111, Hollywood Hills Flat Book 6, Page 22, Broward County Records	169.55
8497	8-5-29	Lot 22, Block 113, Hollywood Hills	
58512	9-4-33	Flat Book 6, Page 22, Broward County Records	93.55
8494	8-5-29	Lot 25, Block 112, Hollywood Hills	
58488	9-4-33	Flat Book 6, Page 22, Broward County Records	119.55
8510	8-1-32	Lot 18, Block 108, Hollywood Hills	
2696	7-2-34	Flat Book 6, Page 22, Broward County Records	17.27
25471	8-1-27	Lots 4, 5, 6, Block 108, Hollywood Hills	
58420	9-4-33	Flat Book 6, Page 22, Broward County Records	170.21
8752	7-7-30	Lot 31, Block 107, Hollywood Hills	
58414	9-4-33	Flat Book 6, Page 22, Broward County Records	9.77
2695	7-2-34	Lots 21, 22, Block 105, Hollywood Hills Flat Book 6, Page 22, Broward County Records	34.74
10071	9-7-31	Lot 1, Block 105, Hollywood Hills	
58390	9-4-33	Flat Book 6, Page 22, Broward County Records	27.27
8743/8745	7-7-30	Lot 20, Block 97, Hollywood Hills	
58335	9-4-33	Flat Book 6, Page 22, Broward County Records	17.77
10070	9-7-31	Lot 18, Block 97, Hollywood Hills	
58333	9-4-33	Flat Book 6, Page 22, Broward County Records	20.27
8507-8508	8-1-32	Lot 25, Block 95, Hollywood Hills	
58318	9-4-33	Flat Book 6, Page 22, Broward County Records	22.27
25400	8-1-27	Lot 13, Block 92, Hollywood Hills	
58291	9-4-33	Flat Book 6, Page 22, Broward County Records	21.27
25397	8-1-27	Lot 14, Block 91, Hollywood Hills	
58287	9-4-33	Flat Book 6, Page 22, Broward County Records	17.77
2693	7-2-34	Lot 7, Block 91, Hollywood Hills Flat Book 6, Page 22, Broward County Records	20.27
2691	7-2-34	Lot 10, Block 90, Hollywood Hills Flat Book 6, Page 22, Broward County Records	20.27
25388	8-1-27	Lot 7, Block 89, Hollywood Hills	
58276	9-4-33	Flat Book 6, Page 22, Broward County Records	22.27
25387	8-1-27	Lots 5, 6, Block 89, Hollywood Hills	
58273	9-4-33	Flat Book 6, Page 22, Broward County Records	11.24
8485	8-5-29	Lot 11, Block 88, Hollywood Hills	
58269	9-4-33	Flat Book 6, Page 22, Broward County Records	20.27
25376	8-1-27	Lot 6, Block 87, Hollywood Hills	
58253	9-4-33	Flat Book 6, Page 22, Broward County Records	27.27
8738	7-7-30	Lot 4, Block 86, Hollywood Hills	
58242	9-4-33	Flat Book 6, Page 22, Broward County Records	24.77
58238	9-4-33	Lots 27, 28, Block 85, Hollywood Hills Flat Book 6, Page 22, Broward County Records	40.74
10065	9-7-31	Lot 21, Block 85, Hollywood Hills	
58235	9-4-33	Flat Book 6, Page 22, Broward County Records	24.77
8536	8-1-27	Lot 10, Block 85, Hollywood Hills	
58232	9-4-33	Flat Book 6, Page 22, Broward County Records	22.27
8527	9-4-33	Lot 1, Block 85, Hollywood Hills Flat Book 6, Page 22, Broward County Records	22.27
8524	9-4-33	Lot 21, Block 85, Hollywood Hills Flat Book 6, Page 22, Broward County Records	17.27
8523	9-4-33	Lot 22, Block 85, Hollywood Hills Flat Book 6, Page 22, Broward County Records	19.77

8503	8-1-32	Lot 36, Block F2, Hollywood Hills	17.00
58194	9-4-33	Plat Book 6, Page 22, Broward County Records	
10058	9-7-31	Lots 25, 26, Block 81, Hollywood Hills	12.77
58166	9-4-33	Plat Book 6, Page 22, Broward County Records	
8500	8-1-32	Lots 17, 18, Block 80, Hollywood Hills	12.00
58148	9-4-33	Plat Book 6, Page 22, Broward County Records	
25327	8-1-27	Lot 6, Block 79, Hollywood Hills	12.00
50128	9-4-33	Plat Book 6, Page 22, Broward County Records	
25319	8-1-27	Lots 11, 15, Block 79, Hollywood Hills	12.00
58112	9-4-33	Plat Book 6, Page 22, Broward County Records	
10043	9-7-31	Lot 14, Block 78, Hollywood Hills	12.00
58074	9-4-33	Plat Book 6, Page 22, Broward County Records	
10042	9-7-31	Lot 13, Block 78, Hollywood Hills	12.00
58073	9-4-33	Plat Book 6, Page 22, Broward County Records	
10041	9-7-31	Lot 12, Block 78, Hollywood Hills	12.00
58072	9-4-33	Plat Book 6, Page 22, Broward County Records	
8491	8-1-29	Lot 11, Block 77, Hollywood Hills	12.00
58058	9-4-33	Plat Book 6, Page 22, Broward County Records	
8471	8-5-29	Lot 10, Block 77, Hollywood Hills	12.00
58063	9-4-33	Plat Book 6, Page 22, Broward County Records	
58057	9-4-33	Plat Book 6, Page 22, Broward County Records	
8488	8-1-29	Lot 9, Block 77, Hollywood Hills	12.00
58054	9-4-33	Plat Book 6, Page 22, Broward County Records	
25291	8-1-27	Lot 8, Block 77, Hollywood Hills	12.00
58048	9-4-33	Plat Book 6, Page 22, Broward County Records	
8478	8-5-29	Lot 7, Block 77, Hollywood Hills	12.00
58047	9-4-33	Plat Book 6, Page 22, Broward County Records	
2681	8-2-27	Lot 6, Block 77, Hollywood Hills	12.00
8456	8-1-29	Lot 5, Block 77, Hollywood Hills	12.00
58043	9-4-33	Plat Book 6, Page 22, Broward County Records	
8461	8-5-29	Lot 4, Block 77, Hollywood Hills	12.00
57999	9-4-33	Plat Book 6, Page 22, Broward County Records	
8463	8-1-29	Lot 3, Block 77, Hollywood Hills	12.00
57987	9-4-33	Plat Book 6, Page 22, Broward County Records	
8482	8-1-29	Lot 2, Block 77, Hollywood Hills	12.00
57983	9-4-33	Plat Book 6, Page 22, Broward County Records	
8461	8-1-29	Lots 1 & 2, Block 77, Hollywood Hills	12.00
57981	9-4-33	Plat Book 6, Page 22, Broward County Records	
57979	9-4-33	Plat Book 6, Page 22, Broward County Records	12.77
10039	9-7-31	Lots 1 & 2, Block 76, Hollywood Hills	12.11
57974	9-4-33	Plat Book 6, Page 22, Broward County Records	
10038	9-7-31	Lot 3, Block 76, Hollywood Hills	59.77
57973	9-4-33	Plat Book 6, Page 22, Broward County Records	
10037	9-7-31	Lot 1, Block 76, Hollywood Hills	92.27
57972	9-4-33	Plat Book 6, Page 22, Broward County Records	
25216	8-1-27	Lot 32, Block 67, Hollywood Hills	89.77
57950	9-4-33	Plat Book 6, Page 22, Broward County Records	

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8478	8-1-32	Lot 4, Block 67 Hollywood Hills	\$ 72.27
57931	9-4-33	Plat Book 6, Page 22, Broward County Records	
Pt. 25238	8-1-27	Lot 31, Block 66 Hollywood Hills	89.77
8715	7-7-30	Plat Book 6, Page 22, Broward County Records	
57927	9-4-33		
Pt. 25238	8-1-27	Lot 30, Block 66 Hollywood Hills	92.27
57926	9-4-33	Plat Book 6, Page 22 Broward County Records	
8460	8-5-29	Lot 5, Block 66 Hollywood Hills	17.27
57915	9-4-33	Plat Book 6, Page 22, Broward County Records	
25211	8-1-27	Lots 22, 23, Block 62 Hollywood Hills	709.76
57861	9-4-33	Plat Book 6, Page 22, Broward County Records	
57854	9-4-33	Lot 10, Block 62 Hollywood Hills	79.77
		Plat Book 6, Page 22, Broward County Records	
10023	9-7-31	Lot 19, Block 60 Hollywood Hills	59.77
57841	9-4-33	Plat Book 6, Page 22, Broward County Records	
2679	7-2-34	Lot 14, Block 60 Hollywood Hills	43.27
		Plat Book 6, Page 22, Broward County Records	
10021	9-7-31	Lots 1, 2, Block 60 Hollywood Hills	147.24
57835	9-4-33	Plat Book 6, Page 22, Broward County Records	
8448	8-5-29	Lot 28, Block 56, Hollywood Hills	72.27
57730	9-4-33	Plat Book 6, Page 22, Broward County Records	
8709	7-7-30	Lot 11, Lot 12 1/2, Block 56 Hollywood Hills	347.24
57770	9-4-33	Plat Book 6, Page 22, Broward County Records	
10001	9-7-31	Lot 15, Block 55, Hollywood Hills	59.77
57752	9-4-33	Plat Book 6, Page 22, Broward County Records	
57748	9-4-33	Lot 8, Block 55, Hollywood Hills	79.77
		Plat Book 6, Page 22, Broward County Records	
25164	8-1-27	Lots 23, 24, Block 53 Hollywood Hills	109.24
57729	9-4-33	Plat Book 6, Page 22, Broward County Records	
8456	8-1-32	Lot 6, Block 53 Hollywood Hills	47.27
57720	9-4-33	Plat Book 6, Page 22, Broward County Records	
8438	8-5-29	Lot 21, Block 51 Hollywood Hills	107.27
57704	9-4-33	Plat Book 6, Page 22, Broward County Records	
25148	8-1-27	Lot 24, Block 50 Hollywood Hills	97.27
57639	9-4-33	Plat Book 6, Page 22, Broward County Records	
15901	8-6-28	Lot 6, Block 50 Hollywood Hills	44.77
57674	9-4-33	Plat Book 6, Page 22, Broward County Records	
8699	7-7-30	Lot 5, Block 50 Hollywood Hills	62.77
57673	9-4-33	Plat Book 6, Page 22, Broward County Records	
8698	7-7-30	Lots 43, 44, Block 49 Hollywood Hills	177.24
57667	9-4-33	Plat Book 6, Page 22, Broward County Records	
8434	8-5-29	Lot 18, Block 49 Hollywood Hills	59.77
57656	9-4-33	Plat Book 6, Page 22, Broward County Records	
9987	9-7-31	Lot 17, Block 49 Hollywood Hills	72.27
57655	9-4-33	Plat Book 6, Page 22, Broward County Records	
25123	8-1-27	Lot 3, Block 47 Hollywood Hills	34.77
57632	9-4-33	Plat Book 6, Page 22, Broward County Records	
2685	7-2-34	Lots 4, 5, Block 45 Hollywood Hills	85.24
		Plat Book 6, Page 22, Broward County Records	
57584	9-4-33	Lot 24, Block 42 Hollywood Hills	54.77
		Plat Book 6, Page 22, Broward County Records	
57581	9-7-31	Lot 13, Block 39 Hollywood Hills	54.77
57533	9-4-33	Plat Book 6, Page 22, Broward County Records	

9980 57520	9-7-31 9-4-33	Lot 21, Block 34 Hollywood Hills Plat Book 6, Page 22, Broward County Records	34.77
57476	9-4-33	Lot 13, Block 29 Hollywood Hills Plat Book 6, Page 22, Broward County Records	35.27
8447 57472	8-1-32 9-4-33	Lots 30, 31, Block 28 Hollywood Hills Plat Book 6, Page 22, Broward County Records	72.24
8680 57455	7-7-30 9-4-33	Lot 20, Block 27 Hollywood Hills Plat Book 6, Page 22, Broward County Records	5.55
2662	7-2-34	Lot 21, Block 25 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
9977 57427	9-7-31 9-4-33	Lot 11, Block 25 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
2661	7-2-34	Lot 2, Block 25, Hollywood Hills Plat Book 6, Page 22, Broward County Records	39.77
57407	9-4-33	Lot 19, Block 23, Hollywood Hills Plat Book 6, Page 22, Broward County Records	42.27
8444 57388	8-1-32 9-4-33	Lot 32, Block 21 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
57371	9-4-33	Lot 34, Block 20 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
8415 57330	8-5-29 9-4-33	Lot 2, Block 16 Hollywood Hills Plat Book 6, Page 22, Broward County Records	39.77
8677 57240	7-7-30 9-4-33	Lot 23, Block 13 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
8676 57279	7-7-30 9-4-33	Lot 22, Block 13 Hollywood Hills Plat Book 6, Page 22, Broward County Records	37.27
8675 57277	7-7-30 9-4-33	Lots 19, 20, Block 13 Hollywood Hills Plat Book 6, Page 22, Broward County Records	122.24
8674 57275	7-7-30 9-4-33	Lot 17, Block 13 Hollywood Hills Plat Book 6, Page 22, Broward County Records	67.27
9963 57272	9-7-31 9-4-33	Lot 13, Block 13 Hollywood Hills Plat Book 6, Page 22, Broward County Records	59.77
9961 57257	9-7-31 9-4-33	Lots 16, 17, Block 12 Hollywood Hills Plat Book 6, Page 22, Broward County Records	157.74
8673 57243	7-7-30 9-4-33	Lot 13, Block 14, Hollywood Hills Plat Book 6, Page 22, Broward County Records	47.27
8439 57242	8-1-32 9-4-33	Lot 17, Block 12 Hollywood Hills Plat Book 6, Page 22, Broward County Records	47.27
9950 57227	9-7-31 9-4-33	Lot 13, Block 9 Hollywood Hills Plat Book 6, Page 22, Broward County Records	67.27
9945 57215	9-7-31 9-4-33	Lot 2, Block 7 Hollywood Hills Plat Book 6, Page 22, Broward County Records	67.27
9942 57154	9-7-31 9-4-33	Lot 7, Block 3 Hollywood Hills Plat Book 6, Page 22, Broward County Records	34.77
8429-30 57130	8-1-32 9-4-33	Lots 34, 35, Block 1 Hollywood Hills Plat Book 6, Page 22, Broward County Records	117.24
307 57127	9-5-27 9-4-33	Lot 28 Block 1 Hollywood Hills Plat Book 6, Page 22, Broward County Records	47.27
24873 57124	8-1-27 9-4-33	Lot 23, Block 1 Hollywood Hills Plat Book 6, Page 22, Broward County Records	47.77

70 557 111124

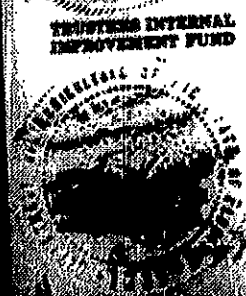
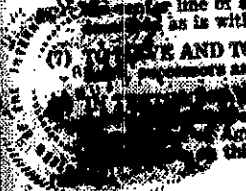
*Oct. 27*  
*1914*  
*...*

(5) AS TO ALL LANDS within the limits of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner.

(6) AS TO ALL LANDS outside of any municipality, as of this date, there is reserved unto the State of Florida an easement for state road right of way, two hundred feet (200) feet wide, lying equally on each side of the center line of any state road existing on the date of this deed through so much of any parcel herein as is within one hundred (100) feet of said center line.

(7) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18236 aforesaid.

WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have caused their names and affixed the official seal of said Trustees, and have caused the seal of the Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, this the 27th day of October, 1914.



STATE OF FLORIDA BY:

*[Signature]* GOVERNOR (SEAL)  
*[Signature]* COMPTROLLER (SEAL)  
*[Signature]* TREASURER (SEAL)  
*[Signature]* ATTORNEY GENERAL (SEAL)  
*[Signature]* COMMISSIONER OF AGRICULTURE (SEAL)

OFFICE OF THE INTERNAL IMPROVEMENT FUND  
STATE OF FLORIDA



557-133

COUNTY OF Broward DEED NO. 3020

STATE OF FLORIDA THROUGH THE

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA. GRANTOR

(1) TO Luther Dykes Route #2 of the City of Hazelhurst, County of, State of Georgia. GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida, and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificates hereinafter described was offered for sale on the 20 day of May, 1946... in the County of Broward... and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Thirty-five and 77/100-----DOLLARS

(\$ 35.77 ) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Broward, State of Florida, as referred to, identified and described by State and County tax sale certificates to-wit:

(4) No.	Date	DESCRIPTION	Sec. Tp. Rg. Ac.	Amount Rec'd
2667	7-2-34	Lot 14, Block 48, Hollywood Hills Plat Book C, Page 22, Broward County Records		\$ 35.77



Oct 26 1946

(5) AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one half of all petroleum and petroleum products, and title to an undivided three fourths of all other minerals which may be found on or under the said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner.

(6) AS TO ALL LANDS outside of any municipality, as of this date, there is reserved unto the State of Florida an easement for state road right of way, two hundred feet (200) feet wide, lying equally on each side of the center line of any state road existing on the date of this deed through so much of any parcel herein described as is within one hundred (100) feet of said center line.

(7) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(8) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the

STATE OF FLORIDA BY:

TRUSTEES INTERNAL IMPROVEMENT FUND

\_\_\_\_\_  
GOVERNOR (SEAL)

*M. Hill*  
\_\_\_\_\_  
COMPTROLLER (SEAL)

*William J. ...*  
\_\_\_\_\_  
TREASURER (SEAL)

*John ...*  
\_\_\_\_\_  
ATTORNEY GENERAL (SEAL)

*...*  
\_\_\_\_\_  
COMMISSIONER OF AGRICULTURE (SEAL)

As and Composing the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA.



DEED 597 no 428

AUGUST

# County Deed

1850	1859	1868
1851	1860	1869
1852	1861	1870
1853	1862	1871
1854	1863	1872
1855	1864	1873
1856	1865	1874
1857	1866	1875
	1867	1876
	1868	1877
	1869	1878
	1870	1879
	1871	1880
	1872	1881
	1873	1882
	1874	1883
	1875	1884
	1876	1885
	1877	1886
	1878	1887
	1879	1888
	1880	1889
	1881	1890

Application No. 1687  
Deed No. 787

Under Chapter 100, Florida Statutes 1941

STATE OF FLORIDA  
COUNTY OF BROWARD

This deed made this 10th day of AUGUST A.D. 1947, by the County of Broward, State of Florida, party of the first part, and A. GORDON, party of the second part, 2205 Taft Street, Hollywood, Florida

party of the second part.

**Witnesseth** That the said party of the first part for and in consideration of the sum of One Hundred Sixty-Seven & No/100----- (\$167.00 ) Dollars to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold unto the party of the second part, all, heirs and assigns forever, the following described land, to-wit:





*[Faded, illegible text]*

In witness whereof, I have signed my hand and affixed seal this 10th day of August A.D. 1927.

STATE OF FLORIDA  
COUNTY OF BREVARD  
This instrument being for record, all copies  
of the same, 1927, and recorded by John H. H.  
on behalf of RECORD SERVICE,  
TED CABOT, Clerk of the Circuit Court  
By \_\_\_\_\_ D.C.

*Chris A. Hoff*  
Notary Public, State of Florida at Large  
My Commission expires February 3, 1928  
Signed by American Surety Co. of N.Y.

319751

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

173179

App. No. 319

DEED No. 6098 CORRECTIVE

WHEREAS, the title to the land hereinafter described became vested in the grantor under and by virtue of Section 63, Chapter 14717, Laws of Florida, Acts of 1931, as re-enacted by Section 2, Chapter 20656, Laws of Florida, Acts of 1941, or Section 15 (1), Chapter 20656, (Laws of Florida, Acts of 1941, by virtue of said sale certificates, or tax liens for Everglades Drainage District issues, as hereinafter described, and

and WHEREAS, the provisions of Section 67, Chapter 14717, Laws of Florida, Acts of 1931, as amended by Section 11, Chapter 20656, Laws of Florida, Acts of 1941, with reference to the manner of selling said land, have been complied with,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Board of Commissioners of Everglades Drainage District for and in consideration of the sum of **Ten Dollars and other good and valuable consideration** in hand paid, the receipt whereof has been acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto **ARTHUR E. EVERETT and MARY A. EVERETT, his wife, and ELLA B. EVERETT,**

0000 Samuel and Davis, Hollywood Broward County, Florida Broward

the following described land, situate, lying and being in County, Florida, to wit:

Cert. 9297, sale of 7-6-42 .09

Lot Fifteen (15) in Block Eighty-two (82) of HOLLYWOOD HILLS, according to the plat thereof recorded in Plat Book 6, page 22 of the Public Records of Broward County, Florida; said land situate, lying and being in Broward County, Florida.

N.B. This Deed is being given to correct the name of the Grantee in that certain Deed issued to the E. G. Everett Estate by the Board of Commissioners of Everglades Drainage District recorded June 27, 1949 in Deed Book 664 at page 269 of the Public Records of Broward County, Florida. There was, and is, no E. G. Everett Estate.

TO HAVE AND TO HOLD to the above named and described persons, their heirs and assigns forever

the hereinbefore expressed premises shall not apply if the property hereinafter described is at least one acre or less.

The grantor hereby expressly reserves for itself, its successors and assigns, with respect to the above described premises, all other mineral and mineral rights, whether metallic or nonmetallic, which are now or hereafter may be discovered on the lands described herein, with the perpetual right of ingress and egress to and from the same for the purpose of exploring and mining and in every way pertaining to the mineral rights therein.

The Board of Commissioners of Everglades Drainage District and its successors shall have the right to enter upon the said lands and make or cause to be made or constructed thereon, by itself, its successors and assigns, such works as may in the judgment of said Board or its successors be necessary for the drainage, reclamation or any of the lands in the Everglades Drainage District, and to take from the said lands heretofore conveyed and to use such gravel, stone or earth as may in the judgment of the Board or its successors be necessary to use in the making and construction of said canals, ditches, levees, dikes and other work upon said lands for the purposes aforesaid.

And further giving and reserving unto the said Board, and its successors, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred thirty feet wide on each side of the center line of any canal, ditch, levee or dike that has been or may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District or its successors, for the purposes aforesaid, and the exclusive right to take, or dig, use and enjoy any timber, earth, stone, rock or gravel lying in and upon said strip of land.

IN WITNESS WHEREOF, the Board of Commissioners of Everglades Drainage District has caused the foregoing to be signed in its name by its Chairman, attested by its Secretary, and its corporate seal to be hereunto affixed, at West Palm Beach, Palm Beach County, Florida, this **tenth** day

of **October**, A. D. Nineteen Hundred and **Fifty-one**

Agents Secretary Chairman BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

[Handwritten signatures and stamps]

## ORDINANCE NO. 967

AN ORDINANCE VACATING STREETS, AVENUES, ALLEYS AND WALKS HEREIN DESCRIBED FOR USE BY SOUTH BROWARD HOSPITAL DISTRICT, A PUBLIC CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; DECLARING THIS ORDINANCE TO BE AN EMERGENCY MEASURE AND DISPENSING WITH THE READING OF THE SAME ON TWO SEPARATE DAYS BY A FOUR FIFTHS VOTE OF THE MEMBERS OF THE CITY COMMISSION

WHEREAS, South Broward Hospital District, a public corporation and a political subdivision of the State of Florida, has announced its intention to acquire property lying on both sides of the streets, avenues, alleys and walks hereinafter described for use as a public hospital; and,

WHEREAS, said South Broward Hospital District, a public corporation and political subdivision of the State of Florida, requests the City of Hollywood to vacate said streets, avenues, alleys and walks for such hospital purposes;

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

Section 1: That the streets, avenues, alleys and walks lying within the property bounded and described as follows:

Beginning at the Southeast (SE) corner of Block Forty-eight (48) and running in a westerly direction to the Southwest (SW) corner of Lot thirteen (13), Block Eighty-two (82); thence in a northerly direction to the Northwest (NW) corner of Lot Twenty-four (24), Block Eight-Four (84); thence running in an easterly direction to the Northeast (NE) corner of Block Forty-six (46); thence in a southerly direction to the point of beginning. All the foregoing as shown on plat of HOLLYWOOD HILLS as recorded in Plat Book 6, page 22, of the public records of Broward County, Florida; said streets, avenues, alleys and walks being located in the City of Hollywood, Broward County, Florida;

be and the same are hereby vacated for public hospital purposes.

ORD 764 PAS 200

Section 2: All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3: This ordinance shall take effect and be in force immediately upon its passage and adoption.

Section 4: This ordinance is hereby declared to be an emergency measure, and the reading of the same on two separate days is hereby dispensed with by a four-fifths vote of the members of the City Commission.

PASSED AND ADOPTED on first reading this 6th day of November, A.D. 1951.

PASSED AND ADOPTED on second reading this 13th day of November, A.D. 1951.

/s/ L. C. Hogg  
Mayor

ATTEST:

Blanche E. Mann /s/  
City Clerk

(Seal)

I, Blanche E. Mann, duly appointed and acting City Clerk of the City of Hollywood, Broward County, Florida, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 967 of the ordinances of the City of Hollywood, Florida.

Dated this 2nd day of February, A.D. 1952.

Blanche E. Mann  
City Clerk

Subscribed and sworn to before me, a Notary Public, this 2nd day of February, A.D. 1952.

J. J. Hank  
Notary Public  
Notary Public, State of Florida, My Comm. Expires on April 2, 1953  
Office at 1200 N. Orange St., Ft. Lauderdale, Fla.

STATE OF FLORIDA, COUNTY OF BROWARD  
This instrument filed for record on 11 day of February 1952 in Book 764  
on p. 111 RECORDED & VERIFIED  
Clerk of the County

City of Hollywood

58- 56720

1288 - 351

JUL 14 12 02 PM '53

D E E D

THIS DEED, made and entered into this 25<sup>th</sup> day of June, A.D. 1953, by and between the SOUTH HOWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida, party of the first part, and CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, whose address is City Hall, Hollywood, Broward County, Florida, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, said party of the first part does by these presents grant, bargain, sell and convey unto the party of the second part, its successors and assigns, the following described property, situate, lying and being in Broward County, Florida, to-wit:

The West 25 feet of Lot 13 and the West 25 feet of Lot 24, Block 52, HOLLYWOOD HILLS, and that portion of the alley lying between the West 25 feet of said Lot 13 and the West 25 feet of said Lot 24, Block 52; and

The West 25 feet of Lot 13, Block 53, HOLLYWOOD HILLS and that portion of Grant Street lying between the West 25 feet of said Lot 24, Block 52 and the West 25 feet of said Lot 13, Block 53; and

The West 25 feet of Lot 24, Block 53, HOLLYWOOD HILLS and that portion of the alley lying between the West 25 feet of said Lot 13, Block 53 and the West 25 feet of said Lot 24, Block 53; and

The West 25 feet of Lot 13, Block 54, HOLLYWOOD HILLS and that portion of Hayes Street lying between the West 25 feet of said Lot 24, Block 53 and the West 25 feet of said Lot 13, Block 54; and

The West 25 feet of Lot 24, Block 54, HOLLYWOOD HILLS and that portion of the alley lying between the West 25 feet of said Lot 13, Block 54 and the West 25 feet of said Lot 24, Block 54.

all of the foregoing situate and being in the second subdivision of HOLLYWOOD HILLS, according to the plat thereof, recorded in Plat Book 6, page 22, of the public records of Broward County, Florida.

for street and/or road right-of-way purposes.

STATE OF FLORIDA  
BROWARD COUNTY  
ALMOND  
QUANON

*City of Hollywood*



TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging unto the said party of the second part forever.

N.B. It is specifically understood and agreed by and between the Grantor and Grantee herein that the Grantor shall not be assessed in any manner, shape or form for the improvement of the public road, right-of-way for which is herein conveyed.

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

SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida

Signed, sealed and delivered in the presence of:

*Judson A. Samuels*  
*Joseph H. ...*

By *[Signature]*  
Chairman  
*[Signature]*  
Secretary

STATE OF FLORIDA }  
COUNTY OF BROWARD } ss.

I HEREBY CERTIFY that on this ... day of June, A.D. 1958, before me personally appeared H. C. SCHWARTZ and H. D. PERRY duly elected Chairman and Secretary, respectively, of the South Broward Hospital District, a political subdivision of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to the City of Hollywood 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 the said instrument is the act and deed the South Broward Hospital District.

WITNESS my signature and official seal at in the county and state aforesaid.

Notary Public

Notary Public, State of Florida, at Large  
My Commission Expires 06/30/60  
Signed by Franklin D. Roosevelt

FRANK M. ...  
CLERK OF DISTRICT COURT

Form 1732C-5/57 Page 104

58-69957

EASEMENT

DEF 1.300 114

DWO No. \_\_\_\_\_  
ER No. \_\_\_\_\_  
Pole No. \_\_\_\_\_

September 3, 19 58

SEP 3 4 53 PM 1958

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

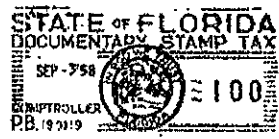
Gentlemen:

In consideration of the payment to me us by you of \$-1:00 and other good and valuable considerations which we have received, we and those holding through us, grant and give to you and your successors the right to set and maintain poles, guy stubs, guy wires and anchors for an electric transmission and distribution line and the necessary appurtenances for such lines, and the right to permit the attachment of and/or carry in conduit wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said line, on my our property described as follows:

Various locations as shown on attached drawings numbers 1 and 2, dated July 24, 1958, to include a portion of Hollywood Hills Subdivision in Sections 8 and 17, Township 51 South, Range 42 East, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.



BROWARD COUNTY



In the presence of: \_\_\_\_\_ HOLLYWOOD, INC. (SEAL)  
*Stanley M. Beckerman* (SEAL)  
*W. D. Hervitz* (SEAL)  
President  
Asst. Secy

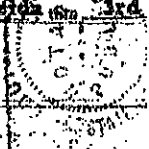
STATE OF Florida  
COUNTY OF Broward

I hereby certify that on this 3rd day of September, 19 58, before me personally appeared Stanley M. Beckerman and W. D. Hervitz, respectively, President and Asst. Secretary of Hollywood, Inc.

\_\_\_\_\_ a corporation organized under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ In the County of Broward and State of Florida this 3rd day of September, 19 58

PLEASE RETURN TO:  
M. V. BERGEN  
P.O. BOX 4248, L.P.C. & CO.  
FT. LAUDERDALE, FLA.

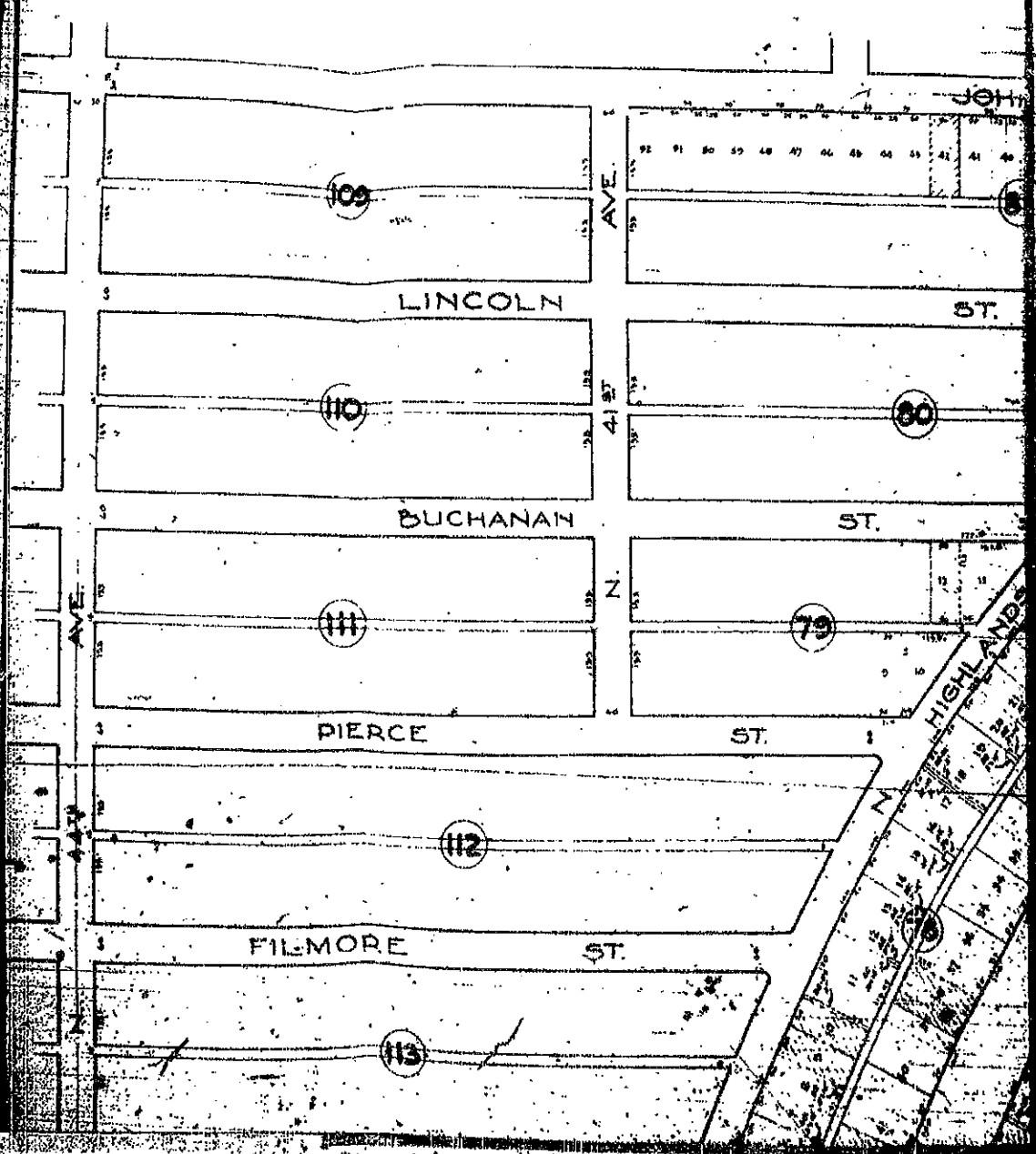


*M. V. Bergen*  
Notary Public for the State of Florida

My commission expires: \_\_\_\_\_

LEGEND #1306 PAGE 115  
NOT OWNED BY HOLLYWOOD, INC.

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H  
SCALE



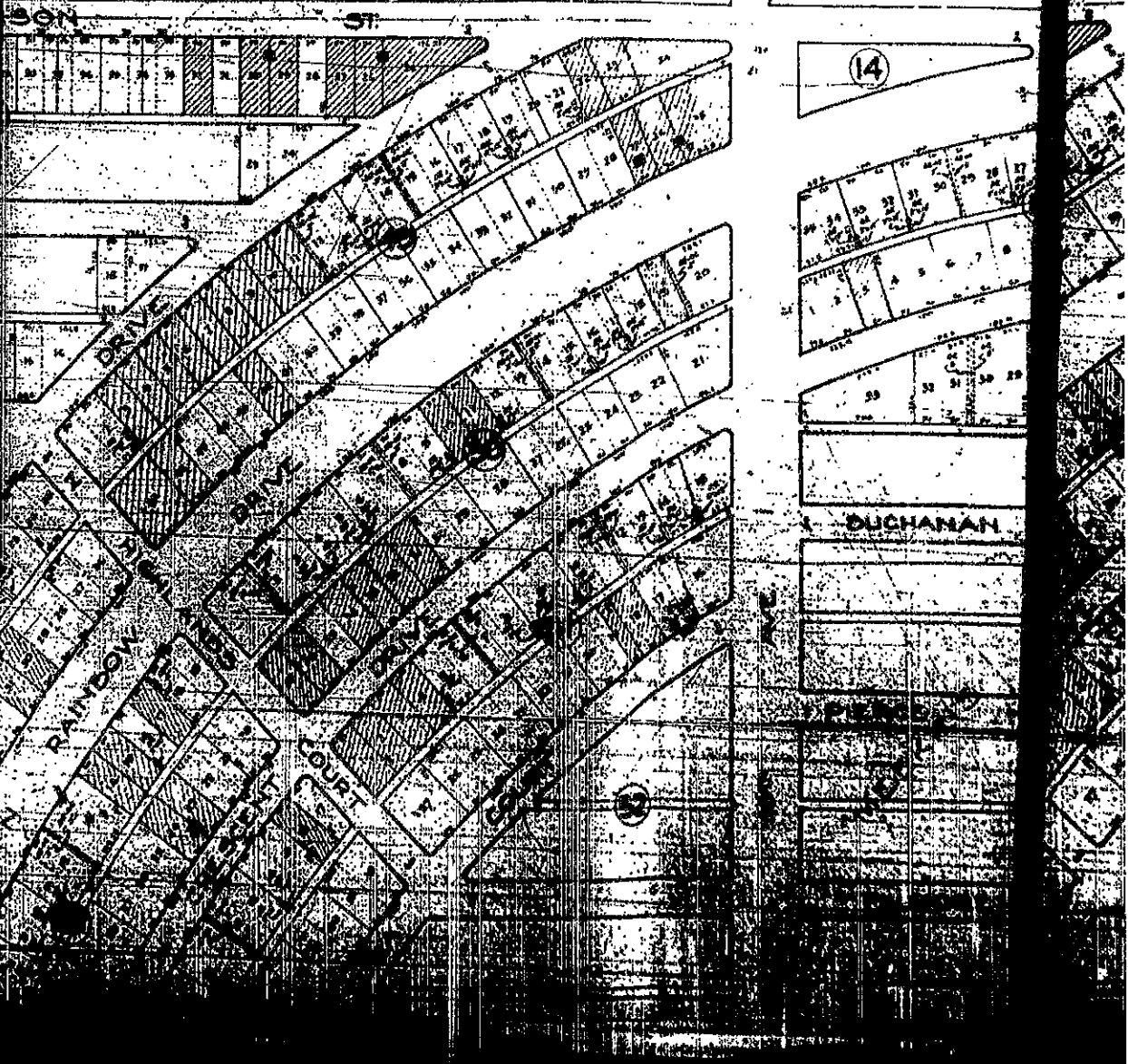
**HILLYWOOD HILLS**  
**HILLYWOOD, FLORIDA**

100

MAY 30, 1958

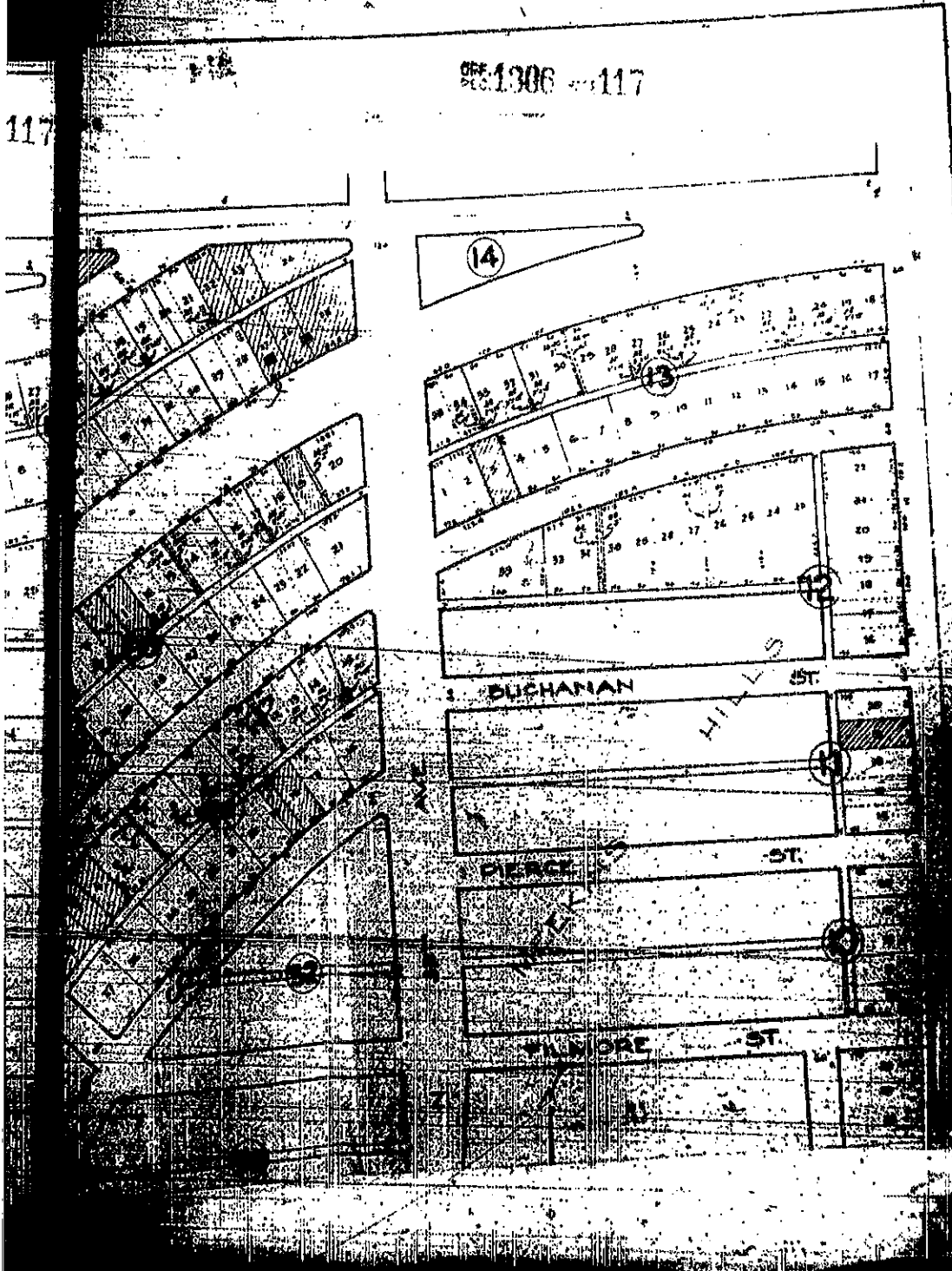
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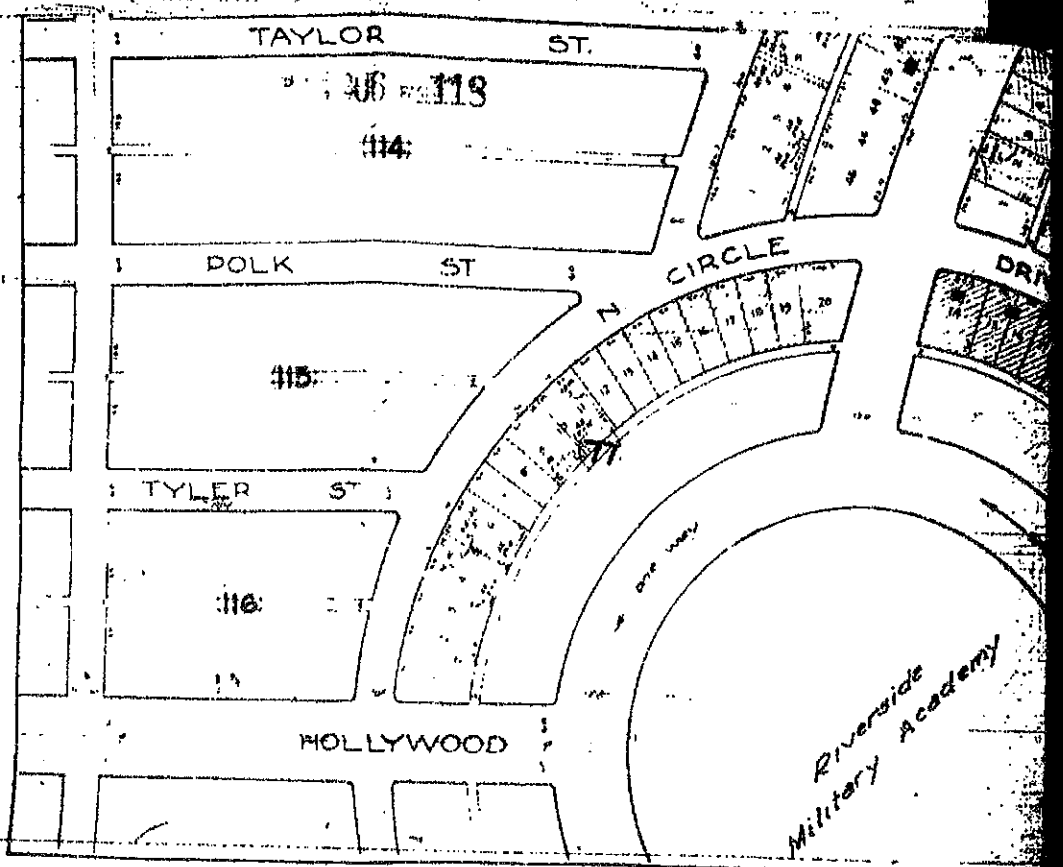
M. E. DERRY - SURVEYOR  
OFF. 1306 PAGE 116

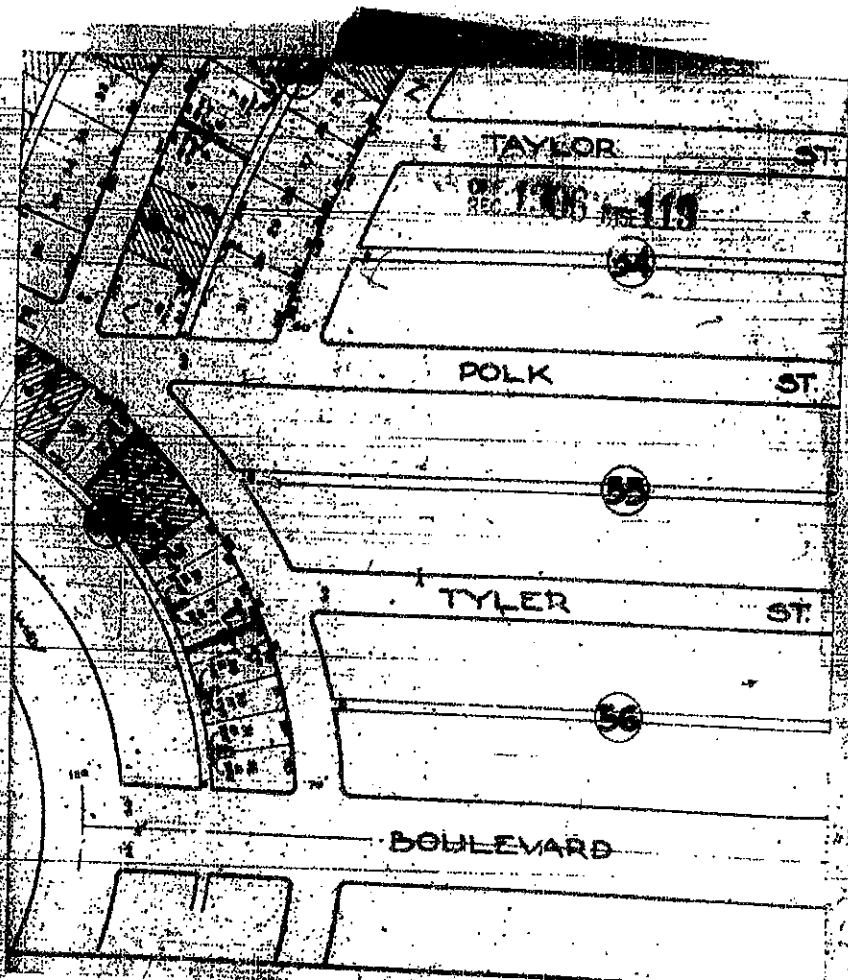


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117







REG. 1306 PAGE 120

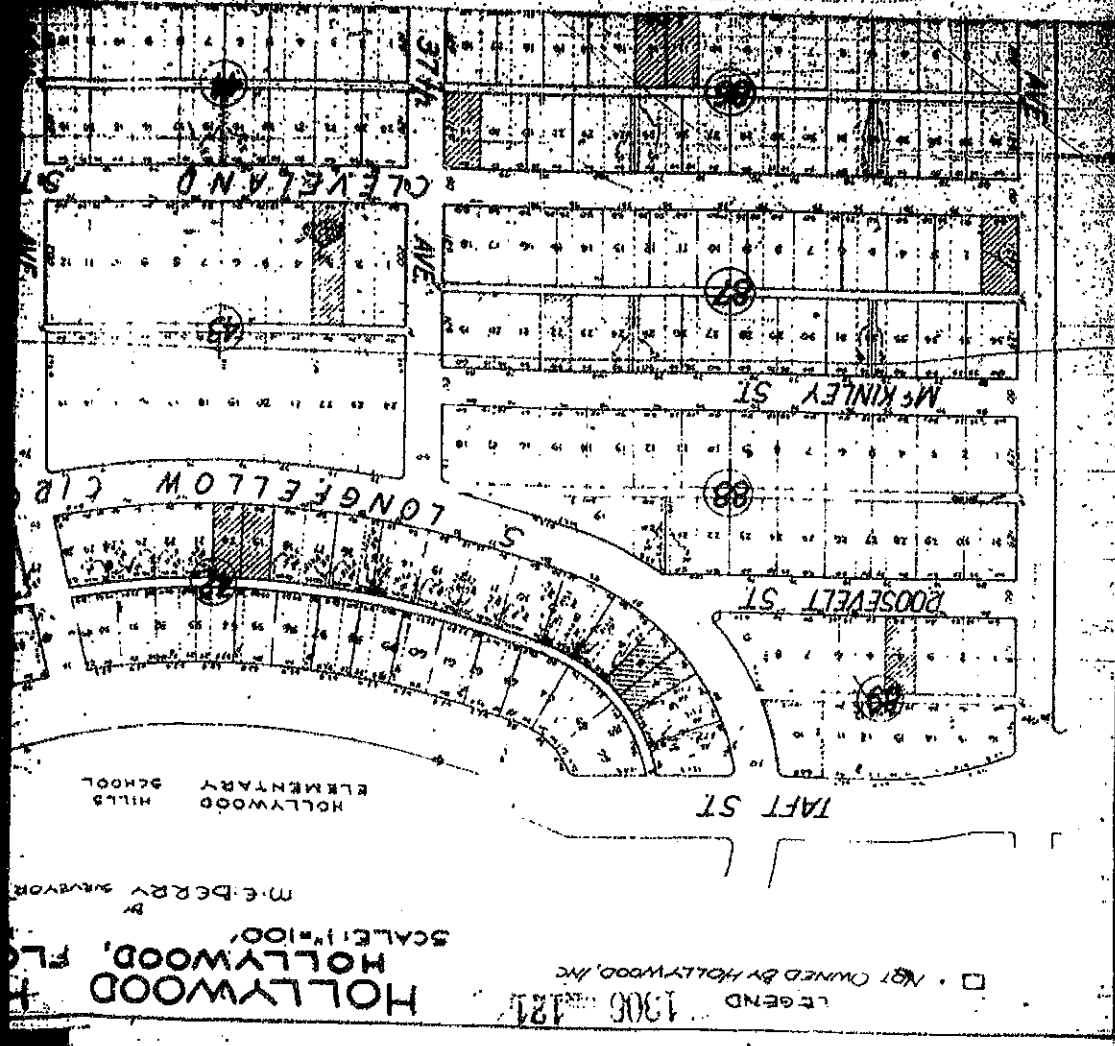
Park

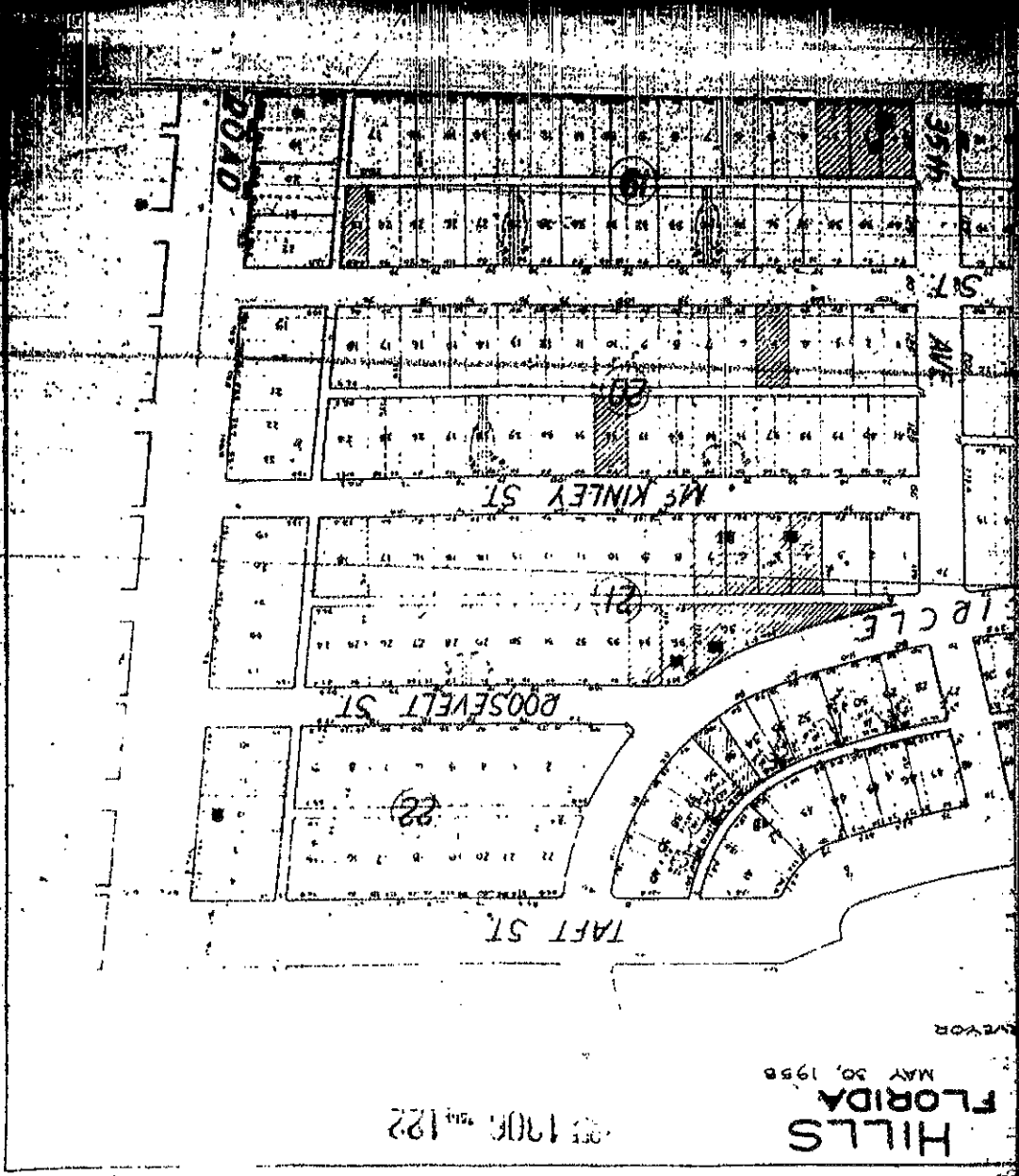
COURT

UTILITY LAYOUT DRAWING

AS - each assessment - TO SHOW ...  
LAW ...  
LAW ...  
LAW ...







1958 MAY 30 122

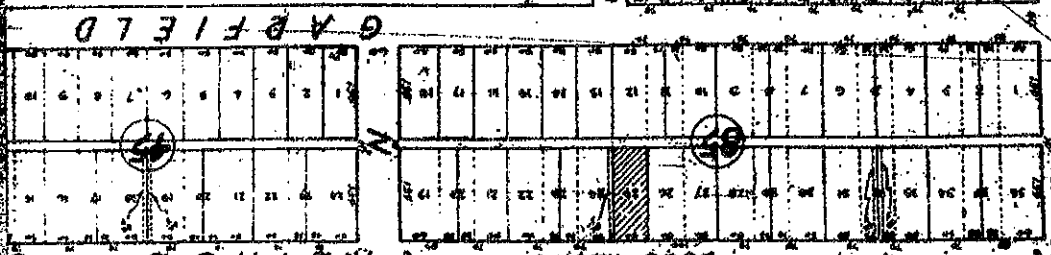
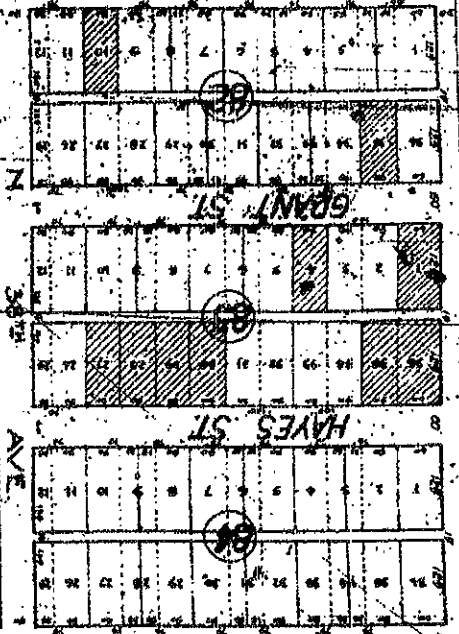
HILLS  
FLORIDA  
MAY 30, 1958

RECORDED

J O S N H O J

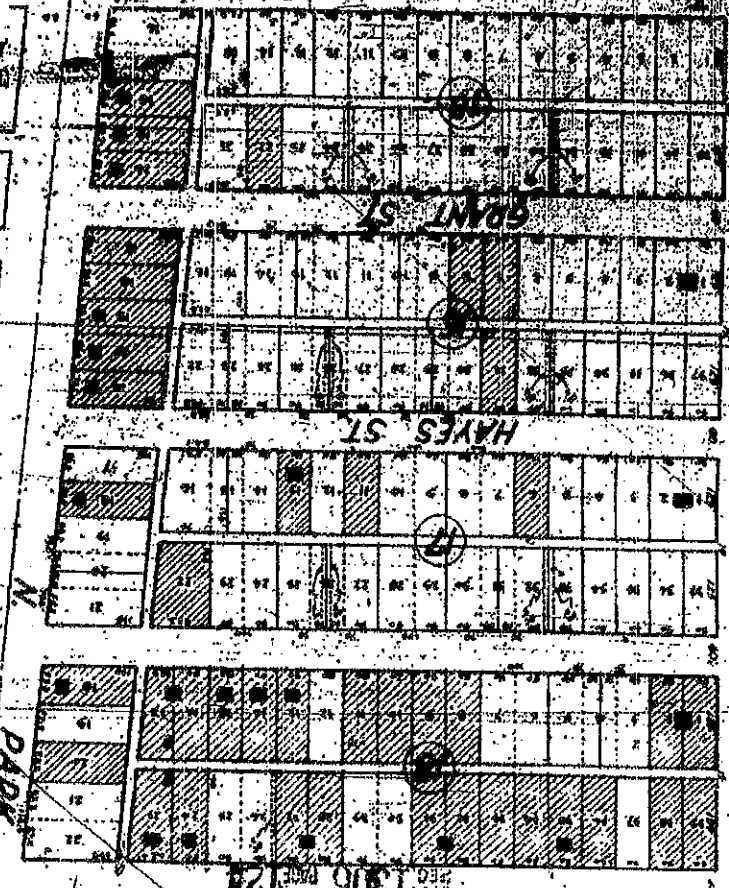
SECTION 36  
TOWNSHIP 36 N  
RANGE 10 W  
COUNTY OF ...

PLAT OF ...  
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1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
PAGE 11, 1178  
BANK OF GEORGIA



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N

DICK  
N

58-128725

OFF REC 3787 PAGE 91

RWO/BKX No. 343  
ER No. 6-720  
Pole No.

EASEMENT

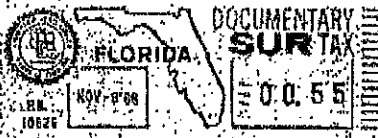
Section 8  
Township 51 South  
Range 42 East  
September 27, 1968

Florida Power & Light Company  
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of \$1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain underground wires, conduits, and cables for electric transmission and distribution lines and the necessary appurtenances above and underground for such lines; also, the right to clear and keep cleared such obstructions from the surface and subsurface that might endanger the proper construction, operation and maintenance of said lines, on, in and under my our property described as follows:

The south 8 feet of Lots 32, 33 and 34, Block 15, Hollywood Hills in accordance with plat thereof recorded in Plat Book 6 at page 22 of the Public Records of Broward County, Florida.



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

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such facilities:

In the presence of  
*Peggy L. Caruthers* (Seal)  
*James W. Allen* (Seal)  
*Robert H. Hall* (Seal)  
*Nancy Hall* (Seal)  
Individually and as trustee *NANCY HALL* (Seal)

STATE OF FLORIDA AND COUNTY OF Broward

I, a Notary Public in and for the County and State aforesaid, do hereby certify that *Merrill Allen* and *Nancy Hall*

known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 27th day of September 1968  
Notary Public, State of Florida at Large  
My commission expires August 15, 1972  
Bonded by Hartford Accident & Ind. Co.  
My Commission expires:



PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FTAL 683)  
FT. LAUDERDALE, FLA.

89 NOV 6 AM 11:48

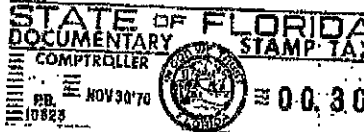
365

70-147513

UNDERGROUND EASEMENT

BROWARD COUNTY

151184



70 NOV 30 PM 12:26

RWO/SIX/XXXX 667  
ER No. 6 Loc'n. 720  
Pole No.

Section S.W. 1/4 of 8  
Township 51 South  
Range 42 East  
Nov. 9, 1970

Florida Power & Light Company  
Miami, Florida

This instrument was prepared by  
FLORIDA POWER & LIGHT COMPANY  
P. O. BOX 2147  
BY: E.W. Dore

Gentlemen:

In consideration of the payment to me/us by you of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to you and your successors an easement for the construction, operation and maintenance of electric utility facilities (including wires, ~~lines~~ cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to ~~construct and~~ keep clear all ~~tree, brush and~~ ~~undergrowth~~ other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

A six-foot wide underground easement, the centerline of which begins at a point approximately 18 feet east of the west line on the south line and proceeds northeasterly approximately 45 feet to a transformer vault; lot 36, Block 17, Hollywood Hills according to the plat thereof recorded in Plat Book 6, at page 22 of the Public Records of Broward County, Florida.

It is understood and intended that the described and shown easement shall terminate at a point which will connect to the building constructed and it is agreed that this easement shall extend at said terminal end thereof in such manner as will enable same to connect with such building, it being understood that the Florida Power & Light Co. shall have the right of extending its facilities from the point of connection at the building into and through the Grantor's transformer Vault. It is understood that the power and electrical easement above described herein may intersect with certain other easements given by the Grantor herein for drainage, storm sewer or other purposes, and that to the extent that any such easements do intersect, the area of intersection shall be used in common by all interested parties, and Florida Power & Light Co., by acceptance hereof, consents to such condition existing.

In the presence of:

*[Handwritten signatures]*

*[Handwritten signatures]* (Seal)  
Donald Sheffel (Seal)  
Victor Hochberg (Seal)  
Joseph M. Hopen (Seal)  
Jack Yesler (Seal)  
Albert J. Kellert (Seal)

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FPM CO.)  
FT. LAUDERDALE, FLA.



REC-4360 PAGE 2/19

STATE OF FLORIDA AND COUNTY OF BROWARD

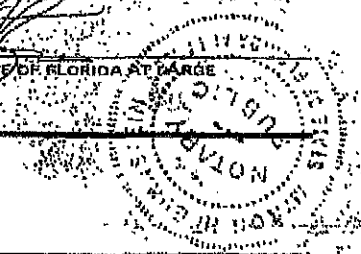
I, a Notary Public in and for the County and State aforesaid, do hereby certify that DONALD SHEFFEL, VICTOR HOCHBERG, JOSEPH M. HOPEN, JACK YESLOW and ALBERT J. KELLERT known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 9th day of November, 1970.

My Commission Expires: \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 30, 1971  
FORGED THROUGH FRANK W. GLENN/ROBAR



STATE OF FLORIDA AND COUNTY OF \_\_\_\_\_

I Hereby Certify that before me, personally appeared \_\_\_\_\_

respectively, \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_

a Corporation organized under the Laws of the State of \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires: \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

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

REF: 4360 PAGE 280

30  
66 73-173501

EASEMENT

RWO/SIXTWOX 1049  
ER No. 6 Loc'n 720  
Pole No.

This instrument was prepared by  
FLORIDA POWER & LIGHT COMPANY  
P. O. BOX 2147, HOLLYWOOD, FLORIDA

Section 8  
Township 51 South  
Range 42 East

BY: J. D. Nettles

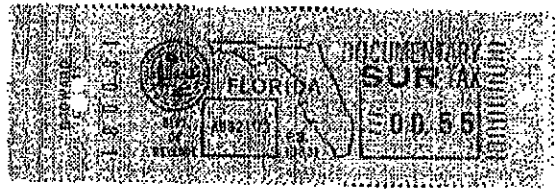
July 26, 1972

Florida Power & Light Company  
Miami, Florida

Gentlemen:

In consideration of the payment to me/us by you of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to you and your successors an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth of other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

The East 285 feet of Block 82, the West 100 feet of Block 48 and that area formerly dedicated as street and alley in the above described portion of Hollywood Hills Subdivision in accordance with plat thereof recorded in Plat Book 6 at Page 22 of the Public Records of Broward County, Florida; which said easement is particularly shown and described on Florida Power and Light Company drawing dated June 15, 1972 marked Exhibit "A", attached hereto and made a part hereof.



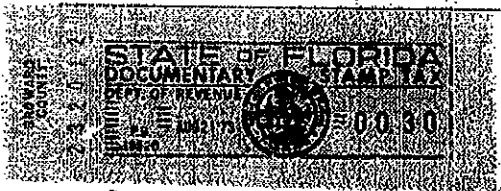
PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FP&L CO.)  
EL LAUDERDALE, FLA. 33310

In the presence of:

J. M. Sullivan  
J. M. Sullivan  
J. M. Sullivan  
Betty Hall

South Broward Hospital District

S. J. Mudano (Seal)  
Administrator  
Charles C. Nelson (Seal)  
Chairman  
Secy. - Treas. (Seal)



REC'D  
AUG 21 AM 9:15  
PROPERTY RECORDS  
FILE 5412 PAGE 365



STATE OF FLORIDA AND COUNTY OF \_\_\_\_\_

I, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_  
and \_\_\_\_\_ known to me, personally appeared before me and acknowledged the execution  
of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ 19 \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA AT LARGE


STATE OF FLORIDA AND COUNTY OF Broward

I Herby Certify that before me, personally appeared S. A. Medina, Administrator  
respectively, Clarke Walden President and Charles Nelson Secretary of South Broward Hospital  
District

a Corporation organized under the Laws of the State of Florida, to me known to be the persons described  
in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free  
act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the  
official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 26 day of July 1962

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG. 4, 1973  
GENERAL INSURANCE UNDERWRITERS, INC.  
My Commission Expires: \_\_\_\_\_ 19 \_\_\_\_\_

Gloria M. ...  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  


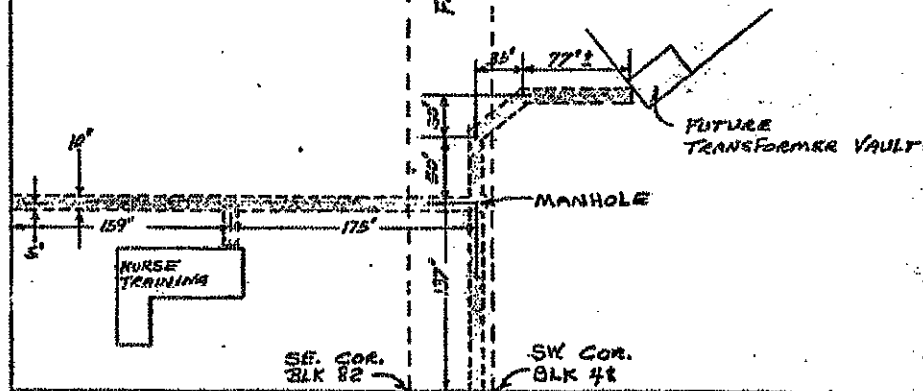
RWO 1048-6-720

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FPL CO.)  
EL. LAUDERDALE, FLA. 33310



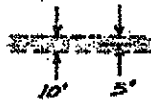
N. 33 AVE.

FORMERLY N. 37 AVE.



JOHNSON ST.

EASEMENT LEGEND



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

REC 5412  
PAGE 367

FLORIDA POWER & LIGHT COMPANY  
DATE JUNE 15, 1972  
SCALE 1" = 100'  
EXHIBIT "A"

APPROVED

DESIGNED	CHECKED	CORRECTED

CHIEF ENGINEER

NO.	DATE	REVISION	BY	CH.	CORR.	APP.

73-173508

EASEMENT

RWO/STAKE 1201  
ER No. 6 Loc'n. 720  
Pole No.

This instrument was prepared by  
FLORIDA POWER & LIGHT COMPANY  
P. O. BOX 2142, HOLLYWOOD, FLORIDA

*D. S. Nettles*

Section 8  
Township 51 S  
Range 42 E  
June 27, 19 13

Florida Power & Light Company  
Miami, Florida

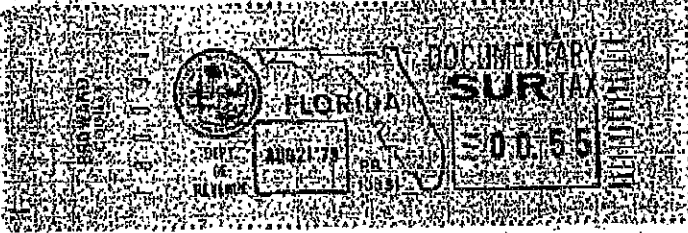
Gentlemen:

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FP&L CO.)  
ET. LAUDERDALE, FLA. 33310

In consideration of the payment to me/us by you of \$1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to you and your successors an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

The South 5 feet of Block 48 and the East 5 feet of the South 65 feet of Block 48, Hollywood Hills Subdivision in accordance with plat thereof recorded in Plat Book 6 at Page 22 of the Public Records of Broward County, Florida; which said easement is particularly shown and described on Florida Power and Light Company drawing dated June 13, 1973, marked Exhibit "A", attached hereto and made a part hereof.

FILED  
MAY 21 AM 9:16  
COUNTY RECORDER



PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FP&L CO.)  
ET. LAUDERDALE, FLA. 33310

In the presence of:

*Betsy Webb*  
*Genevieve Nelson*  
*Marchita L. Hellery*

SOUTH BROWARD HOSPITAL DISTRICT

*A. J. Madano* (Seal)  
*John J. ...* (Seal)  
*Wm. J. ...* (Seal)  
Secy. - Trans. (Seal)

OFF 5412 PAGE 380



8.00

STATE OF FLORIDA AND COUNTY OF \_\_\_\_\_

I, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_

and \_\_\_\_\_ known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ 19 \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

STATE OF FLORIDA AND COUNTY OF Broward

I Hereby Certify that before me, personally appeared S. A. Mudano,  
Austin W. Tupler Chairman, Maynard Abrams Secretary of the Board of Commissioners of  
respectively, Tupler President and Abrams Secretary of the Board of Commissioners of

a Corporation organized under the Laws of the State of Florida the South Broward Hospital District  
in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free  
act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the  
official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 27th day of June 19 73

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 26, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

My Commission Expires: \_\_\_\_\_ 19 \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE



REF 5412 REC 381

RWO 1201-6-720

N

HOLLYWOOD

FORMERLY N. 37 AVE.

N. 35 AVE.

SW COR. BLOCK 48

SE COR. BLOCK 48

600'

JOHNSON ST.

FILE 5412 PAGE 382

CHIEF ENGINEER

APPROVED:

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8248 (FP&L CO.)  
FT. LAUDERDALE, FLA. 33310

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

FORM 1342 REV. 1/68

DRAWN BY	CHECKED	CORRECT	NO.	DATE	REVISION	BY	CHK	CORR	APP

FLORIDA POWER & LIGHT COMPANY  
DATE 6-13-73  
SCALE 1" = 100' "A"  
EXHIBIT "A"

76-236740

EASEMENT

RWO/XXXXXXXX 976  
ER No. 7 Log'n. 720  
Pole No.

The instrument prepared by:  
*A. Crowley*  
c/o Florida Power & Light Co.  
P. O. Box 2147  
Hollywood, Florida 33022

Section 8  
Township 51 South  
Range 42 East

10-18 19 76

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 2049 (PRAL 111)  
FT. LAUDERDALE, FLA. 33410

Gentlemen:

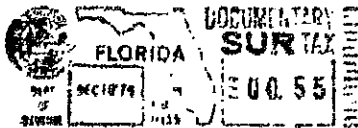
The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

The East 6 feet of the West 10 feet of the South 23 feet of Lot 34, and the East 10 feet of the West 14 feet of the North 12 feet of the South 35 feet of Lot 34 of the total property described as follows:

Lots 33, 34, 35, 36 and 37, Block 16, "HOLLYWOOD HILLS" according to plat thereof recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.



REC-6829 PAGE 389

76-236740-389

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement on OCT 18 1976.

Signed, sealed and delivered in the presence of:

<u>Angela Edwards</u>	<u>Marvin Allen</u> (SEAL)
<u>Leah Thompson</u>	<u>Jean Allen (His Wife)</u> (SEAL)
_____	<u>Joseph Angella</u> (SEAL)
_____	<u>Diane Angella (His Wife)</u> (SEAL)
_____	<u>Kent Butler</u> (SEAL)
_____	<u>Gail Butler (His Wife)</u> (SEAL)
_____	<u>Roy Winick</u> (SEAL)
_____	<u>Dorothy Winick (His Wife)</u> (SEAL)

STATE OF FLORIDA AND COUNTY OF BROWARD

I, a Notary Public in and for the County and State aforesaid, do hereby certify that the above listed persons known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 18 day of October 1976.

John P. Riley  
Notary Public, State of Florida, at Large



My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 11, 1977  
Bonded by American Fire & Casualty Co.

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

OFF. 6829 PAGE 390

84-430409

EASEMENT

Form 3722 (Stocked) Rev. 6/80  
This instrument prepared by:

Date November 19, 1984

ER No. REG 2242-7-720

Pole No. \_\_\_\_\_

H. Gager / Freeman  
c/o Florida Power & Light Co.  
P. O. Box 2147  
Hollywood, Florida 33022

Sec. 8 Twp. S1S Rge. 42E

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, on the property described as follows:

A portion of Lots 19 and 20 of Block 82 of "Hollywood Hills", as recorded in Plat Book 6, page 22 of the Public Records of Broward County, Florida; said easement being more particularly shown and described on Florida Power & Light Company drawing dated October 16, 1984, marked Exhibit "A", attached hereto and made a part hereof. Said land situate in Hollywood, Broward County, Florida.

APPROVED AS TO FORM ONLY

By Clarke Waldon  
Clarke Waldon, as Hospital attorney  
for South Broward Hospital Dis. Co.  
(which owns and operates Memorial  
Hospital, Hollywood, Florida)

*Handwritten notes:*  
145  
has been...  
In the...  
dated 12-20-84  
by...

84 DEC 20 AM 9:46

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for ~~communications~~ communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the ~~roads~~ roads, highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on November 11, 1984.

A. A. Walton  
R/W & Land Manager  
Florida Power & Light Company  
P. O. Box 8248  
Fort Lauderdale, FL 33310

Signed, sealed and delivered in the presence of:

Jane S. Johnston  
Amelia L. Hornsall  
Louise M. Robinson

Memorial Hospital  
S. A. Muddano (SEAL)  
Administrator  
Carol K. Owen (SEAL)  
Chairman  
Martha Walker (SEAL)  
Secretary-Treasurer  
Martha Walker (SEAL)

STATE OF FLORIDA AND COUNTY OF Broward  
The foregoing instrument was acknowledged before me this 19th day of November, 1984,  
by S. A. Muddano, Administrator and Carol K. Owen, Chairman  
respectively the and -President and Martha Walker, Secretary of Memorial Hospital, a corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR 21, 1988  
BONDED THRU GENERAL INS. UND.

Eileen Swaker  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:

REF 12209 PAGE 44

STATE OF FLORIDA AND COUNTY OF Broward  
The foregoing instrument was acknowledged before me this 19th day of November,  
by S. A. Muddano, Carol K. Owen and Martha Walker

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR 21, 1988  
BONDED THRU GENERAL INS. UND.

Eileen Swaker  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:

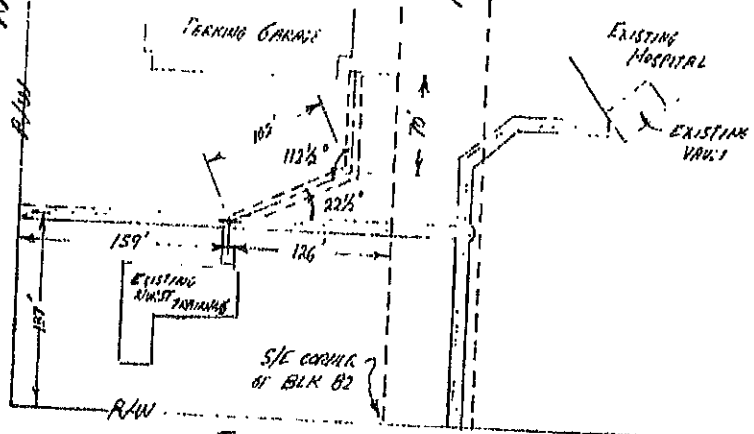
006



RECORDED IN THE OFFICIAL RECORDS BOOK  
 OF HIGHLAND COUNTY, FLORIDA  
**F. T. JOHNSON**  
 COUNTY ADMINISTRATOR

N 30' R/W

FORMERLY N 37' R/W

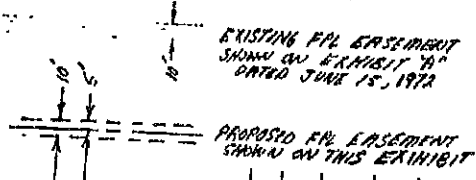


OFF 12209 PAGE 45

JOHNSON ST

RETURN TO:  
 A. A. Walton  
 R/W & Land Manager  
 Florida Power & Light Company  
 P. O. Box 8248  
 Fort Lauderdale, FL 33310

EASEMENT LEGEND:



**EXHIBIT "A"**

**FLORIDA POWER & LIGHT COMPANY**  
 DATE **OCTOBER 16, 1984**  
 SCALE **1"=100'**

APPROVED:

FORMS THIS REV. 10/78	
DRAWN BY	LS
CHECKED BY	
CORRECT	

DIVISION ENGINEER

NO.	DATE	REVISION	BY	CHK	CORR	APP

89391852

833 + 35AE (10/7)

This instrument prepared by Clarke Walden,  
General Counsel, South Broward Hospital  
District, 3501 Johnson Street, Hollywood,  
Florida 33021

EASEMENT

THIS EASEMENT, made, executed and delivered this 6th day of  
September, 1989, by

SOUTH BROWARD HOSPITAL DISTRICT, a  
special tax district under the laws  
of the State of Florida (herein-  
after sometimes referred to as the  
"grantor"),

to

SOUTHERN BELL TELEPHONE AND TELEGRAPH  
COMPANY, a Georgia corporation, whose  
mailing address is P. O. Box 20A53,  
Southern Bell Center, Atlanta, Georgia  
30375 (hereinafter sometimes refer-  
red to as the "grantee")

89 SEP 29 AM 11:59

WITNESSETH:

55¢ Has been Paid  
in Broward County for Documentary  
Stamp for as required by law

*Francis J. ...* Deputy

That the RECITALS which show the facts and circumstances  
which have induced the grantor to make, execute and deliver the  
within easement to the grantee are stated and set forth as follows:

(1) South Broward Hospital District, a special tax district  
under the laws of the State of Florida, was created pursuant to  
Ch. 24415, Laws of Fla. (1947), as amended. Said special law,  
together with all of the amendments thereto, constitutes (in the  
aggregate) the "charter" of South Broward Hospital District.

(2) That the governing board of South Broward Hospital  
District is its board of commissioners. The administrator of  
South Broward Hospital District is Frank V. Sacco. As admin-  
istrator, Frank V. Sacco is the chief executive officer of South  
Broward Hospital District. Frank F. Sacco, as administrator and  
chief executive officer, is vested with the authority to make,  
execute and deliver the within easement.

(3) The grantor owns and operates the hospital and health  
care facility commonly known as Memorial Hospital, 3501 Johnson  
Street, Hollywood, Broward County, Florida, which such hospital  
and health care facility is referred to hereinafter as simply  
"Memorial Hospital".

3816802P60985

(4) The grantee is in the general business of installing any and all types of telephonic and communications equipment required as an incident of the furnishing of telephonic and communications services by the grantee to its customers.

(5) The grantor and the grantee have negotiated with each other for certain additions and improvements to the telephonic and communications equipment furnished by the grantee to the grantor at the site of Memorial Hospital. As a part of said negotiations, the grantor and the grantee have agreed that the grantee shall furnish and install for the benefit of the grantor a certain fiber optic terminal cabinet at the site of Memorial Hospital.

(6) In order to make provision for the furnishing and installation of said fiber optic terminal cabinet at the site of Memorial Hospital by the grantee, it is necessary for the grantor to furnish to the grantee the within easement which is related to the area where the said fiber optic terminal cabinet (and related telephone equipment) shall be installed.

(7) Attached hereto and made a part hereof are two sheets prepared by Berry & Calvin, Land Surveyors, dated August 24, 1989, and bearing the notation "sketch to accompany legal description".

(8) The grantor is the owner in fee simple of that certain parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows:

A parcel of land lying within Lot 1, Block 48, and the right-of-way West of, and adjacent thereto, vacated by Deed Book 764, page 208, Public Records of Broward County, Florida, in Hollywood Hills, according to the plat thereof recorded in Plat Book 6, page 22, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at a point on the North-erly right-of-way line of Johnson Street and the Southwest corner of the East one-half (1/2) of Lot 13, Block 82, of said Hollywood Hills Plat; thence, East, for a distance of 336.31 feet; thence, North for a distance of 12.70 feet to the Point of Beginning; thence continue North for a distance of 20.00 feet; thence,

BK 6802 PG 985

continue North  $56^{\circ}55'46''$  East for a distance of 25.66 feet; thence, South  $27^{\circ}10'13''$  East for a distance of 25.40 feet; thence, South for a distance of 11.40 feet; thence, West for a distance of 33.10 feet to the Point of Beginning;

said lands lying and being in the City of Hollywood, Broward County, Florida, and containing 0.0194 acres (844 square feet), more or less.

(9) The grantor desires to grant to the grantee an easement over and across and under the said described parcel for the purpose of installing, maintaining, repairing and servicing any and all types of telephonic and communications equipment including, but not limited to, a fiber optic terminal cabinet.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations paid by the grantee to the grantor, receipt of which is hereby acknowledged, KNOW ALL MEN BY THESE PRESENTS AS FOLLOWS:

I.

That the grantor does hereby grant, rely, remise and release unto the grantee, its successors and assigns forever, an easement over and across and under the following described lands situate, lying and being in Broward County, Florida, to wit,

A parcel of land lying within Lot 1, Block 48, and the right-of-way West of, and adjacent thereto, vacated by Deed Book 764, page 206, Public Records of Broward County, Florida, in Hollywood Hills, according to the plat thereof recorded in Plat Book 6, page 22, Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at a point on the Northernly right-of-way line of Johnson Street and the Southwest corner of the East one-half (E 1/2) of Lot 13, Block 82, of said Hollywood Hills Plat; thence, East, for a distance of 336.81 feet; thence, North for a distance of 12.70 feet to the Point of Beginning; thence continue North for a distance of 20.00 feet; thence, continue North  $56^{\circ}55'46''$  East for a distance of 25.66 feet; thence, South  $27^{\circ}10'13''$  East for a distance of

BK 1602 FC 987

25.40 feet; thence, South for a distance of 11.40 feet; thence, West for a distance of 33.10 feet to the Point of Beginning;

said lands lying and being in the City of Hollywood, Broward County, Florida, and containing 0.0194 acres (844 square feet), more or less,

to be used for the purpose of installing, maintaining, repairing and servicing any and all types of telephonic and communications equipment including, but not limited to, the fiber optic terminal cabinet.

II.

This easement also gives the grantee, its servants, employees, and licensees, the full and free right to the use and enjoyment of the land described in the easement for the purpose of installing, maintaining, repairing, and servicing any and all types of telephonic and communications equipment including, but not limited to, the fiber optic terminal cabinet.

IN WITNESS WHEREOF, SOUTH BROWARD HOSPITAL DISTRICT has caused this easement to be executed by its undersigned administrator and chief executive officer on the day and year first above written.

Sealed and delivered  
in the presence of:

Eileen Tucker  
Joseph Wang

SOUTH BROWARD HOSPITAL DISTRICT  
a special tax district under the  
laws of the State of Florida

By Frank V. Sacco  
Frank V. Sacco,  
Administrator and Chief  
Executive Officer

BN16802281988

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 6th day of September, 1989, by Frank V. Sacco, as Administrator and Chief Executive Officer of South Broward Hospital District, a special tax district under the laws of the State of Florida, and on behalf of the South Broward Hospital District.

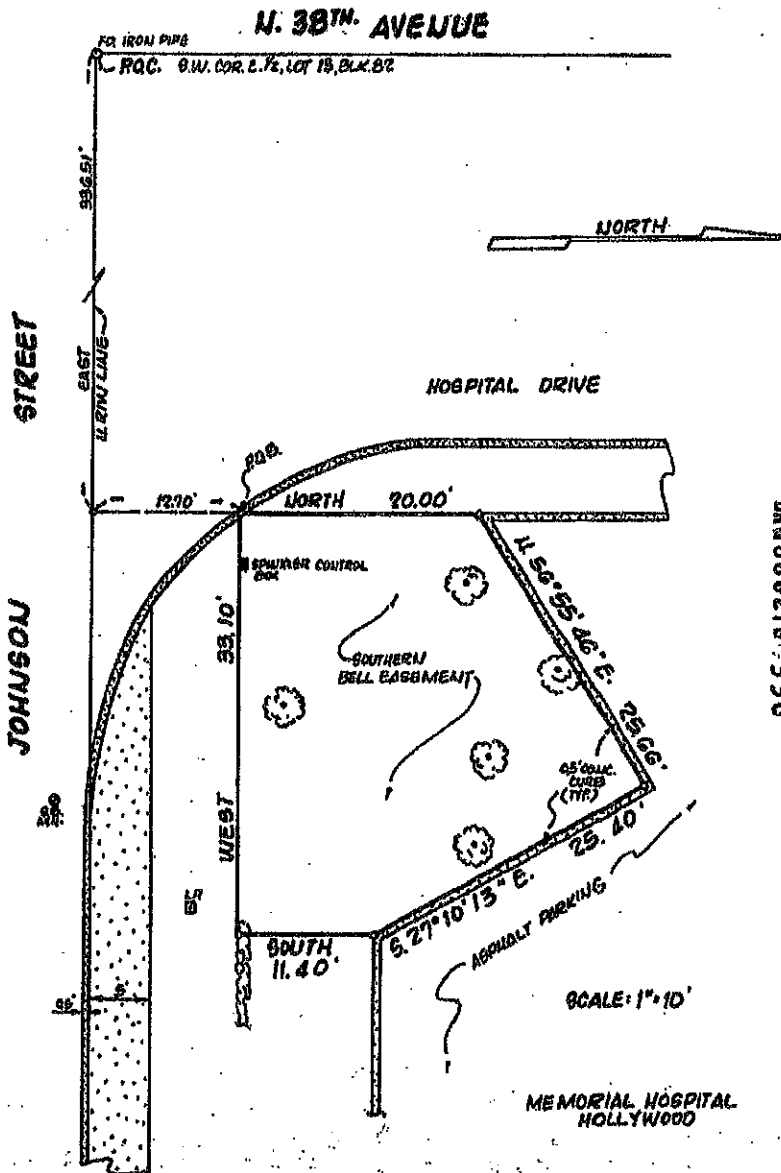
*Brucella J. Logmer*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 30, 1992  
BONDED THROUGH GENERAL INS. CO.

8K16802R60989

**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION**



PH 1568802 P8: 990

THIS SKETCH IS NOT A SURVEY

NOTE: BEARINGS SHOWN HEREON  
ARE BASED ON ASSUMED  
MERIDIAN

**BERRY & CALVIN**  
LAND SURVEYORS  
CIVIL ENGINEERS

5-14-51



**BERRY & CALVIN**  
LAND SURVEYORS 923-6588  
CIVIL ENGINEERS 921-7731  
5126 NORTH 28th AVENUE, HOLLYWOOD, FLORIDA 33021  
MIAMI (305) 371-2180 FORT LAUDERDALE (306) 822-1332

**DESCRIPTION FOR SOUTHERN BELL EASEMENT**

A parcel of land lying within Lot 1, Block 48 and the right-of-way West of and adjacent thereto vacated by Deed Book 764, page 208 of the Public Records of Broward County Florida in "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, page 22 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at a point on the Northerly right-of-way line of Johnson Street and the Southwest corner of the East one-half (E. 1/2) of Lot 13, Block 82 of said "HOLLYWOOD HILLS" Plat; thence East, a distance of 336.51 feet; thence North, 12.70 feet to the POINT OF BEGINNING; thence continue North a distance of 20.00 feet; thence North 56°55'46" East, 25.66 feet; thence South 27°10'13" East 25.40 feet; thence South 11.40 feet, thence West 33.10 feet to the POINT OF BEGINNING;

Said lands lying and being in the City of Hollywood, Broward County, Florida and containing 0.0194 acres (844 square feet) more or less.

RECORDED IN THE OFFICIAL RECORDS 63A  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BR78602PG091



PREPARED BY: Martha S. Lambos, CMC  
City Clerk  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33022-0945  
Telephone: (305) 921-3211

M 15



# CITY of HOLLYWOOD, FLORIDA

2600 HOLLYWOOD BLYD. • P.O. BOX 229045 • ZIP 33022-9045

OFFICE OF  
Martha S. Lambos, CMC  
CITY CLERK

Phone (305) 921-3211  
FAX (305) 921-3233

93-377191 T#001  
09-04-93 12:48PM

## CERTIFICATION

I certify the documents listed below to be true and correct copies of the record on file in the Office of the City Clerk, the custodian of the official records of the City of Hollywood, numbered pages 1 through 11 inclusive:

1. City Commission Minutes of February 17, 1993, Agenda Item 27.
2. Ordinance No. O-93-06, adopted on second and final reading on February 17, 1993.
3. Application for Vacation of Public Street, Alley or Place (VA-92-7).
4. Excerpt of Planning & Zoning Board Meeting, dated November 23, 1992 regarding VA-92-7.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this 9th day of April, 1993.

Martha S. Lambos, CMC  
City Clerk

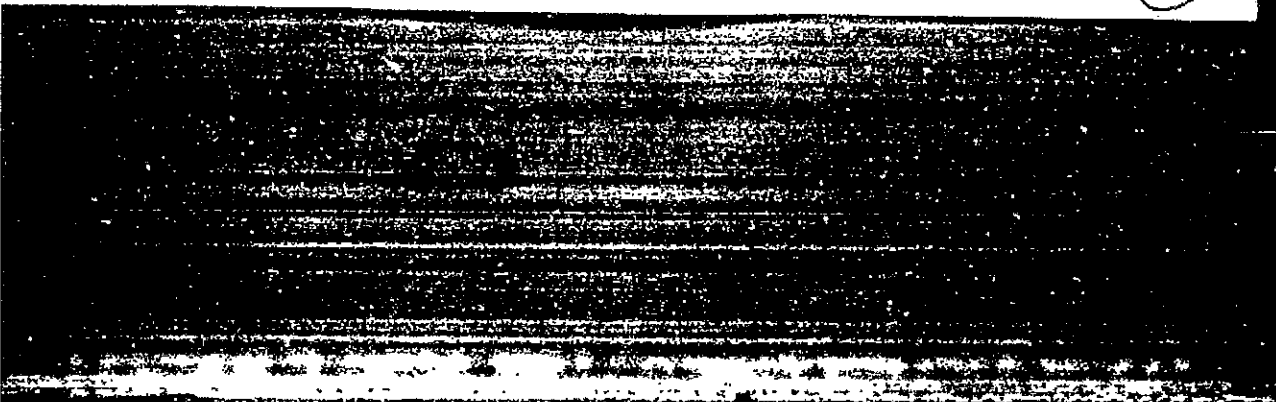
SEAL

BK21079PG0007

RETURN TO:

→ Clarke Walden  
Office of General Counsel  
Tower Five East - Room 533  
Memorial Hospital  
3501 Johnson Street  
Hollywood, Florida 33021

2  
12



**City of Hollywood**  
**REGULAR CITY COMMISSION MEETING**  
February 17, 1993 9:00 AM

The Regular Meeting of the City Commission of the City of Hollywood, Florida, was called to order by Mayor Mara Giuliani on Wednesday February 17, 1993, at 9:00 AM in the City Commission Room, Jos. W. Watson Circle, Hollywood, Florida. Members of the Press were present.

1. The Invocation was dispensed with.
2. The Pledge of Allegiance was said in unison.
3. Roll Call was as follows:

Mayor	Mara Giuliani
Vice Mayor	Guy Roper
Commissioners	Cathleen Anderson
	Kenneth Gottlieb
	Eleanor Sobel
City Manger	Robert S. Noe, Jr.
City Attorney	Alan Koslow
City Clerk	Martha Lambos

4. **Presentation - West Hollywood Singers - West Hollywood Elementary School**  
Comm. Sobel introduced the West Hollywood Singers, which consisted of 58 children from West Hollywood Elementary School. The children performed several numbers.
5. **Proclamation - Black History Month - February 1993**  
The proclamation was read by Comm. Anderson. Ms. Ruby Seymour Campbell, reported the proclamation.
6. **Proclamation - American History Month - February 1993**  
Comm. Sobel read the proclamation. Ms. Lillian Hughes accepted the proclamation.
7. **Proclamation - Engineers Week - February 14-20, 1993**  
V-Mayor Roper read the proclamation. Mr. Bob Higgins, representing Fla.

mentioned a video regarding the asbestos allegedly buried at the WWTP. He reiterated his feelings on the need for a citizens advocate, and spoke about Mr. Catrambone's drainage problems at his home.

Mr. Dave Bibby, 2821 N. 73rd Trce., asked the Commission to respond to his previous requests regarding single member districts.

Mr. John Pennino, 307 N. 11th Ave., gave comments on the settlement of the former City Attorney's attorney fees. He requested to meet with the City Manager in the near future.

Mr. Barry Sacharow, 9015 NW 13th Ct., Coral Springs, thanked the City for a successful Canadafest. He invited the Commission to their annual dinner on Saturday evening, February 20th, at Orangebrook.

Mr. Orlando Catrambone, 360 Van Buren St., spoke of written reports from Mr. Finz and Mr. Clapp and was pleased with the required placement of a wall behind the townhouses on Virginia St. next to his property. He asked when the wall would be erected.

Mr. Ed Cannon, 2647 Monroe St., questioned why the Port Everglades building permit fees were not going back to the Building Dept., as he felt those moneys should be returned to it, instead of being placed in the General Fund.

- ✓ 27. **PO-93-02 - Ordinance - Second Reading - Petition #VA-92-7 - South Broward Hospital District - A Vacation of a Portion of Garfield Street Between N. 37th and N. 38th Avenues. Ordinance Proposes to VACATE AND ABANDON A PORTION OF GARFIELD STREET GENERALLY LOCATED BETWEEN N. 37 AVENUE AND N. 38 AVENUE IN HOLLYWOOD, BROWARD COUNTY, FLORIDA**

The Mayor advised that this ordinance had been advertised in conformance with Florida Statutes. The public hearing opened however there being no one who wished to be heard, it was declared closed.

**AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING AND ABANDONING A PORTION OF GARFIELD STREET GENERALLY LOCATED BETWEEN N. 37 AVENUE AND N. 38 AVENUE IN HOLLYWOOD, BROWARD COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, A REPEALER CLAUSE AND AN EFFECTIVE DATE**

BK21079P60009

2.

was read by the City Clerk on second and final reading. \*

**ACTION:** Motion made by V-Mayor Roper to adopt ordinance on second and final reading. Motion seconded by Comm. Sobel and on roll call vote motion carried 5-0:

Comm. Sobel	Aye	V-Mayor Roper	Aye
Comm. Gottlieb	Aye	Mayor Giuliani	Aye
Comm. Anderson	Aye		

Ordinance signed and numbered O-93-06.

28. **PO-93-06 - Ordinance - First Reading** - Petition #VA-93-1 - Liberia Economic and Social Development (L.E.S.) - A Vacation of Various Utility Easements. Ordinance Proposes to VACATE AND ABANDON VARIOUS UTILITY EASEMENTS AND PORTIONS OF UTILITY EASEMENTS LOCATED IN BLOCK 1 AND BLOCK 2 OF THE OAKWOOD HILLS PLAT AS RECORDED IN PLAT BOOK 120, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

Mr. Henry Graham, Director, L.E.S., urged approval of the ordinance.

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING AND ABANDONING VARIOUS UTILITY EASEMENTS AND PORTIONS OF UTILITY EASEMENTS LOCATED IN BLOCK 1 AND BLOCK 2 OF THE OAKWOOD HILLS PLAT AS RECORDED IN PLAT BOOK 120, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, A REPEALER CLAUSE AND AN EFFECTIVE DATE

was read by the City Clerk on first reading.

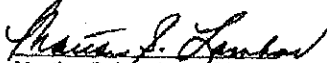
**ACTION:** Motion made by Comm. Anderson to adopt ordinance on first reading. Motion seconded by Comm. Gottlieb and on roll call vote motion carried 5-0:

Comm. Sobel	Aye	V-Mayor Roper	Aye
Comm. Gottlieb	Aye	Mayor Giuliani	Aye
Comm. Anderson	Aye		

29. **R-93-69 - Consideration of Appeal by Gerald D. Singer - Variance - AP-93-2 - Located at 930 Buchanan Street (V-92-78)**

41. ADJOURNMENT

The meeting adjourned at 6:35 pm.

  
Martha S. Lambos, CMC  
City Clerk  
City of Hollywood, FL

APPROVED:  
April 7, 1993

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THIS COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

CITY OF HOLLYWOOD, FLORIDA

BK21079R0011

4.

ORDINANCE NO. 0-93-06

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING AND ABANDONING A PORTION OF GARFIELD STREET GENERALLY LOCATED BETWEEN N. 37 AVENUE AND N. 38 AVENUE IN HOLLYWOOD, BROWARD COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Hollywood Code of Ordinances provides that an application for a vacation of a public street, alley or place may be filed; and

WHEREAS, a valid application was filed by the South Broward Hospital District including a request for a vacation of right-of-way for a portion of Garfield Street being situated between N. 37 Avenue and N. 38 Avenue; and

WHEREAS, the vacation of said street right-of-way is necessary in order to improve on site circulation and parking problems consistent with a conceptual development plan for the expansion of Memorial Hospital; and

WHEREAS, the Growth Management Director following analysis of the application has determined that approval of said application is generally consistent with the Comprehensive Plan and Priority 1 of the Plan of Action for the City of Hollywood which calls for the evaluation of planned uses and existing zoning regulations to encourage development and has therefore recommended that it be approved subject to conditions; and

WHEREAS, the Planning and Zoning Advisory Board, at its meeting on November 23, 1992, recommended that the City Commission vacate the street more specifically described below; and

WHEREAS, the City Commission of the City of Hollywood, after review of the recommendations of the Growth Management Director and the Planning and Zoning Advisory Board, comments received at a public hearing and careful consideration of this issue, has determined that the proposed vacation bears a reasonable relation to the health, safety, morals and welfare of the citizens of Hollywood; and

BK21079PG0012

WHEREAS, the City Commission has determined that the proposed vacation would be in the best interests of the citizens of Hollywood.

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

Section 1: That the certain portion of right-of-way for Garfield Street being located between N. 37 Avenue and N. 38 Avenue and more specifically described as follows:

That portion of Garfield Street lying west of the southerly extension of the east line of Lot 18, Block 85 and lying east of the northerly extension of the east line of the west 1/4 of Lot 24, Block 84 according to the plat of "Hollywood Hills", as recorded in Plat Book 6, Page 22 of the public records of Broward County, Florida and being in the City of Hollywood, Florida,

is hereby vacated and abandoned subject to the following conditions:

- 1) That easements are granted for the continued maintenance and operation of an existing eight (8) inch and twelve (12) inch potable water line located within the existing Garfield Street right-of-way and that any related costs be the responsibility of the applicant or its assigned agent.
- 2) That satisfactory arrangements are made between the applicant or its agent and the Florida Power & Light Company (FPL) regarding any relocation of existing utilities or any granting of necessary easements relating to this vacation.
- 3) Any relocation of utilities or granting of easements, including costs are to be the responsibility of the applicant or its assigned agent.

0-93-06

Section 2: If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

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

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

PASSED AND ADOPTED on first reading this 30 day of

February

, 1993.

PASSED AND ADOPTED on second reading this 17<sup>th</sup> day of

February

, 1993.

Mara Giuliani

MARA GIULIANI, MAYOR

ATTEST

Martha S. Lambos

MARTHA S. LAMBOS, CITY CLERK

ENDORSED AS TO FORM & LEGALITY:

Alan B. Koslow

ALAN B. KOSLOW, CITY ATTORNEY

BK21079FG1014



CITY OF HOLLYWOOD  
APPLICATION FOR VACATION OF PUBLIC STREET  
ALLEY OR PLACE  
(MUST BE TYPED OR PRINTED)

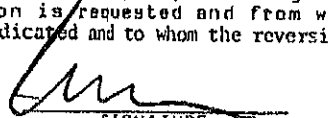
1. APPLICANT

NAME SOUTH BROWARD HOSPITAL DISTRICT  
ADDRESS 3501 Johnson Street, Hollywood, FL 33021  
TELEPHONE NUMBER \_\_\_\_\_

2. OWNERSHIP QUALIFICATION

Agent: Berry & Calvin, Inc.  
2 Oakwood Blvd., Suite 120  
Hollywood, FL 33021 921-7781  
Contact: Dawn Sonneborn

As applicant I am the owner of the property abutting the public land for which vacation is requested and from which said public land was originally dedicated and to whom the reversionary rights belong. I also authorize Berry & Calvin, Inc. to submit this application.

  
SIGNATURE J. E. Pirlz

Associate Administrator

3. PROPERTY FOR WHICH VACATION IS REQUESTED

GENERAL DESCRIPTION A portion of Garfield Street between  
N. 37th and N. 38th Streets

LEGAL DESCRIPTION (See attached)

4. REASONS AND JUSTIFICATION FOR REQUESTED VACATION

On July 24, 1991 the City Commission approved rezoning petition  
#2-91-4 for Memorial Hospital. The overall conceptual design was  
also presented and favorably accepted by the Commissioners. This  
vacation package is submitted as a continuation of the approval  
process for the overall conceptual plan for the hospital.

APPLICATION RECEIVED BY W. Jacobson

FEE PAID \_\_\_\_\_

301692 DD4#2204 CHECK \$500.00

BK21079P60015

8.

pg 1 of 3

REPORT OF THE PLANNING SUPERVISOR:

Mr. Daniels noted the following items in his report to the Board:

PUBLIC HEARINGS

- 1. VA-92-7 - South Broward Hospital District

Request: Vacation of a portion of Garfield Street between North 37th and North 38th Avenues

General Location: Garfield Street between North 37th and North 38th Avenues

Mr. Daniels presented the staff report. The petitioner requests this vacation of right-of-way in conjunction with the site plan for the expansion of the Memorial Hospital facility which is under review at this time. The vacation would enable the petitioner to unify the development and to improve the internal circulation system within the development. It is also felt that overall

maintenance of the site will be improved by incorporation of this portion of Garfield Street into the Memorial Hospital site.

The City of Hollywood Utility Department has forwarded a memorandum which indicates that department's objection to the vacation unless easements are provided for the maintenance and operation of existing eight inch and twelve inch potable water lines in the area in questions. Any recommendation for approval should include this as a condition. Mr. Davis added that the City and Memorial Hospital have worked with the residents throughout the process.

The case for the petitioner was presented by Ms. Dawn Sonneborn of Berry and Calvin. She explained the site plan and the request.

*Excerpts Pt 2 Adv. Board Mtg. 11-23-92*

BK21079P61016

9.

pg 2 of 3

Mr. Jay Piriz for the hospital explained long range plans for hospital expansion.

Mr. Gerstenmier stated that the street should remain paved.

Mr. Werthman asked why this is being considered at this time. Is there a reason this is not being done with the site plan.

Mr. Davis stated that the uses need to be unified prior to finalization of the site plan and this vacation will help to do that. He noted that the task force which has been assembled is working for a comprehensive approval.

Ms. Asseff stated that the plan is not fair to residents of the neighborhood.

Mr. Fogal asked if cars parked on the proposed site can move westward on 38th Ave.

Mr. Piriz stated that they cannot.

The Chairman opened the public hearing and the following people made comments for the public record on the petition:

Ms. June Hantuoula spoke in favor of the petition on behalf of the Hollywood Hills Civic Association. She explained the results of a petition which was circulated throughout the neighborhood and which indicates support for the vacation. She submitted the petition for the residents.

Brenda Atria 3807 Garfield Street spoke in favor of the petition.

Mr. Philip Firstiare 3708 Arthur Street spoke against the petition because of traffic problems which can result also

BK21079P80017

pg 373

Mr. Vincent DeSanti 3434 Arthur Street stated that 35th Avenue should be closed off. He expressed a need for proper buffering between the hospital and the surrounding neighborhood.

Discussion by members of the Board ensued.

MOTION WAS MADE BY MS. BERMAN AND SECONDED BY MRS. JOHNS TO APPROVE WITH CONDITION THAT PETITIONER PROVIDE AN EASEMENT FOR MAINTENANCE AND OPERATION OF THE EXISTING POTABLE WATER SYSTEM. MOTION CARRIED BY THE FOLLOWING VOICE VOTE:

YES	NO
Ms. Johns	
Mr. Gerstenmier	
Ms. Asseff	
Ms. Berman	
Mr. Glansberg	
Mr. Smith	
Mr. Werthman	
Mr. Glass	

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

BK 21079P60018

//

RESOLUTION

(37-V-93)

WHEREAS, pursuant to a notice of public hearing, duly and regularly advertised in accordance with law, a public hearing was held in the Commission Meeting Room No. 422, Broward County Governmental Center located at 113 South Andrews Avenue, Fort Lauderdale, Florida, on Tuesday, September 14, 1993, at 2:00 P.M. to consider the advisability of renouncing and disclaiming all right of County and the public to and in the public road right-of-way hereafter described.

WHEREAS, after hearing all interested parties and determining that the proposed action will not materially interfere with the County road system and will not affect the ownership of or deprive any person convenient access to his/her premises, in accordance with the Florida Statutes (as amended from time to time) it was determined that it would be to the best interest of all concerned to renounce, disclaim, vacate and abandon any right to the County and the public to and in the following described road right-of-way situation, lying and being in Broward County, Florida; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Broward County, Florida, that said Board hereby renounces, disclaims, vacates and abandons any right of the County and the public to and in the following described land, situate, lying and being in Broward County, Florida:

That portion of Garfield Street lying West of the southerly extension of the East line of Lot 18, Block 85 and lying East of the northerly extension of the East line of the West 1/2 of Lot 24, Block 84 according to the Plat of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, lying and being in the City of Hollywood, Florida.

ADOPTED and Effective 14 day of September, 1993.

Approved ECC 9/14/93 F.S.P.H.

Submitted By Engineering

RETURN TO DOCUMENT CONTROL

BK2138460016

SUN-SENTINEL  
PUBLISHED DAILY  
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
BOCA RATON, PALM BEACH COUNTY, FLORIDA  
MIAMI, DADE COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF BROWARD/PALM BEACH/DADE  
BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED

*[Signature]* WHO ON OATH SAYS THAT  
HE/SHE IS A DAILY AUTHORIZED REPRESENTATIVE OF THE  
CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY  
NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/DADE COUNTY,  
FLORIDA THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A

NOTICE

IN THE MATTER OF

37-V-93

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN  
THE ISSUES OF

C 09/21, 1 X

9634013

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A  
NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE  
BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND  
CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID  
BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT  
PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF  
ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS  
NEITHER PAID NOR PROMISED ANY PERSON, FIRM OR CORPORATION  
ANY DISCOUNT, REBATE, COMMISSION OR REFUND FOR THE PURPOSE  
OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID  
NEWSPAPER.

*[Signature]*  
.....  
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 21 DAY OF SEPTEMBER  
A.D. 1993

*[Signature]*  
.....  
(SIGNATURE OF NOTARY PUBLIC)



BARBARA STRUCKLAND  
MAY COM. - REISSUE # CC 207617 EXPIRES  
July 24, 1998  
BROWARD COUNTY INSURANCE, INC.

.....  
(NAME OF NOTARY TYPED, PRINTED OR STAMPED)

PERSONALLY KNOWN ..... OR

PRODUCED IDENTIFICATION .....

NOTICE OF APPOINTMENT  
OF RECEIVING  
OF ALL PUBLIC  
UTILITIES, WATER OR  
GAS, LIGHT, HEAT,  
OR POWER, BY  
TO WHOM IT MAY  
CONVEY  
You may take notice that  
I, Governor, have  
appointed the Board  
of County Commissioners,  
Broward County, Florida,  
to receive and manage the  
public utilities, water or  
gas, light, heat, or power,  
of Broward County, Florida,  
under the provisions of  
Section 218.01, Florida  
Statutes, and to exercise  
all the powers and  
duties of the Board of  
County Commissioners,  
Broward County, Florida,  
in the premises.  
This appointment is  
effective from the date  
of the filing of this  
order and shall continue  
until the Board of  
County Commissioners,  
Broward County, Florida,  
is organized and  
begins its term of  
office.

BK 21384 PG 017

SUN-SENTINEL  
PUBLISHED DAILY  
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
BOCA RATON, PALM BEACH COUNTY, FLORIDA  
MIAMI, DADE COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF BROWARD/PALM BEACH/DADE  
BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED

*[Signature]* WHO ON OATH SAYS THAT  
HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE  
CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY  
NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/DADE COUNTY,  
FLORIDA THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A

NOTICE OF PUBLIC

IN THE MATTER OF

37-4-93

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN  
THE ISSUES OF  
C, 08/31, 1 X

8R150040

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A  
NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE  
BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/DADE  
COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND  
CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID  
BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT  
PRECEDING THE FIRST PUBLICATION OF THE ATTACHED COPY OF  
ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS  
NEITHER PAID NOR PROMISED ANY PERSON, FIRM OR CORPORATION  
ANY DISCOUNT, REBATE, COMMISSION OR REFUND FOR THE PURPOSE  
OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID  
NEWSPAPER.

*[Signature]*  
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 31 DAY OF AUGUST,  
A.D. 1993

*[Signature]*  
(SIGNATURE OF NOTARY PUBLIC)



BARBARA STRICKLAND  
MY COMMISSION # 00297817 EXPIRES  
July 24, 1995  
OFFICE: 11001 137TH AVE, SUITE 100, FT. LAUDERDALE, FL 33404

(NAME OF NOTARY TYPED, PRINTED OR STAMPED)

PERSONALLY KNOWN ..... OR  
PRODUCED IDENTIFICATION .....

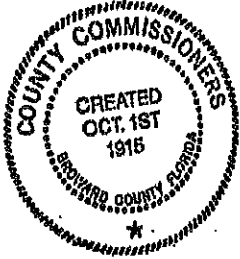
NOTICE OF PUBLIC  
AND NOTICE OF  
ABANDONMENT OF ROAD  
RIGHT-OF-WAY  
NOTICE IS HEREBY GIV-  
ing by the Board of County  
Commissioners, Broward  
County, Florida, that the  
Board will hold a public  
hearing at 2:00 P.M., Tues-  
day, September 15, 1993,  
at the County Commissioner's  
Office, Room 1400A, 220  
S.W. 11th Avenue, Fort  
Lauderdale, Florida, 33301,  
to consider vacating the  
abandoned road that cre-  
ates the substance of which  
is shown:  
That portion of City  
Street lying West of the  
Southern extension of the  
East line of Lot 19, Block 15,  
and West East of Block  
Northern extension of Block  
East line of the West 1/2  
of Lot 14, Block 14, according  
to the Plat of "DOLLY  
WOOD HILLS" situated  
in Plat Book 6, Page 224 of  
the Public Records of  
Broward County, Florida,  
and being in the City of  
Hollywood, Florida.  
Dated the 23rd day of  
August, A.D. 1993.  
BOARD OF COUNTY  
COMMISSIONERS  
S. JACK PATTERSON,  
COUNTY ADMINISTRATOR  
By: Ann M. Anderson,  
County Clerk  
August 31, 1993

8R150040

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

I, B. JACK OSTERHOLT, 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 a resolution  
as the same appears of record in the minutes of said Board of  
County Commissioners held on 14th day of September, 1993.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal this 9th day of November, 1993.



B. JACK OSTERHOLT,  
COUNTY ADMINISTRATOR

*Mary Anne Dwyer*  
Deputy Clerk

( S E A L )

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

BR21381PE0019



HOLLYWOOD, FLORIDA  
Johnson Street  
L/C: 09-1259

94-155197 T#001  
04-01-94 01:04PM

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE, dated this 6th day of December, 1993, is between SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida (the "LANDLORD"), whose address is 3501 Johnson Street, Hollywood, Florida 33021, Attn: Chief Executive Officer and McDONALD'S CORPORATION, a Delaware company (the "Tenant"), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60521.

LANDLORD hereby leases to TENANT the premises with improvements and appurtenant easements, if any, containing approximately 3,910 square feet and designated as a First Floor Space (the "PREMISES"), situated in the building and surrounding land known as MEMORIAL HOSPITAL, in Hollywood, County of Broward, State of Florida, which land is described in Exhibit A attached and made a part of this Memorandum of Lease.

1. **TERM:** TO HAVE AND TO HOLD for a term of five years, commencing on November 4, 1993 and ending five (5) years from the date when a McDonald's Restaurant constructed on the demised premises opens for business,

2. **OPTION TO EXTEND:** LANDLORD grants to TENANT the option to extend the term of the Lease at the expiration of the original term for successive periods aggregating 15 years.

3. **MEMORANDUM:** The rentals to be paid by TENANT and all of the obligations and rights of LANDLORD and TENANT are set forth in the Lease dated June 29, 1993 executed by the parties. This instrument is merely a Memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

WILL CALL 22401 DS  
CHICAGO TITLE INSURANCE CO.  
800 W. CYPRESS CREEK ROAD  
SUITE 100  
FORT LAUDERDALE, FLORIDA 33309

BK 21 948PG0101

SPK

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD: SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida

TENANT: McDONALD'S CORPORATION, a Delaware company

Frank V. Sacco  
Frank V. Sacco

BY: [Signature]  
Director

WITNESS: Eileen Tucker  
EILEEN TUCKER  
Print Name: Eileen Tucker

[Signature]  
Bandy Bledsoe  
[Signature]  
Cheri Gliten



[Signature]  
Print Name: Kenneth Hellege

(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBITS A)

Prepared by and Return to:  
Janice Holloway  
Real Estate Legal Department  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

#12501

BK21948P60102

MCDONALD'S  
(ACKNOWLEDGMENT)

STATE OF ILLINOIS  
COUNTY OF DuPage SS:

I, Ellen L. Loess, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Joseph R. Thomas, Department Director of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Department Director appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Department Director and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6 day of December, 19 93.



*Ellen L. Loess*  
Notary Public

My commission expires \_\_\_\_\_.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF  
COUNTY OF SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that ( he)(they) signed, sealed and delivered the said instrument as ( h )(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF  
COUNTY OF SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

BK21948PE0103

(ACKNOWLEDGMENT - CORPORATE)

STATE OF Florida  
COUNTY OF Baywood SS:

I, Eileen Tucker, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Frank Wilcox, President of CFO of the South Broward Hospital District (n) corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of January, 1994.

OFFICIAL NOTARY SEAL  
EILEEN TUCKER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC129682  
MY COMMISSION EXPIRES MAR. 21-1996

Eileen Tucker  
Notary Public

My commission expires

EILEEN TUCKER

BK21948P60104

A store referred to as a First Floor Space containing a total area of approximately 3,910 square feet known as Memorial Hospital in Hollywood, County of Broward, State of Florida, and being a part of the property legally described on Exhibit B hereof, which is incorporated by reference.

BK21948PG0105

EXHIBIT A

**Legal Description of the Memorial Hospital Campus:**

Lots 1 to 24 inclusive, Block 46,  
Lots 1 to 24 inclusive, Block 47,  
Lots 1 to 24 inclusive, Block 48,  
Lots 13 to 24 inclusive, Block 82,  
Lots 13 to 24 inclusive, Block 83,  
Lots 13 to 24 inclusive, Block 84,  
and all platted streets, avenues and alleys lying  
within the area bounded as follows, namely,

Begin at the Southeast corner of Block 48, as a point of beginning, thence run in a Westerly direction to the Southwest corner of Lot 13, Block 82, thence, run in a Northerly direction to the Northwest corner of Lot 24, Block 84, thence, run in an Easterly direction to the Northeast corner of Block 43, thence, run in a Southerly direction to the point of beginning, all as shown on the plat of HOLLYWOOD HILLS, Plat 6, page 22, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida and containing 20.38 acres.

Less and except the following described property:

A store referred to as a First Floor Space containing a total area of approximately 3,910 square feet known as Memorial Hospital in Hollywood, County of Broward, State of Florida, and being a part of the property legally described on Exhibit B hereof, which is incorporated by reference.

BK 21948 PG 0106

EXHIBIT B

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

Prepared by and After  
Recording, Return To:

HOLLYWOOD, FLORIDA  
Johnson Street  
LJC: 09-1259

94-156190 T1002  
04-01-94 01:04PM

Janice Holloway  
Real Estate Legal Department  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

### COVENANT NOT TO COMPETE

Under Lease dated June 29, 1993, SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida, ("Landlord") whose address is 3501 Johnson Street, Hollywood, Florida 33021 Attn. Chief Executive Officer leased to McDONALD'S CORPORATION, a Delaware company, whose address is One McDonald's Plaza, Oak Brook, Illinois 60521 ("Tenant") a parcel of land described on Exhibit A attached ("Demised Premises").

One of the terms of the Lease states that the Landlord will record certain restrictions against Landlord's remaining lands.

THEREFORE, Landlord covenants and agrees:

1. That no property (other than the Demised Premises) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, or, if Landlord is a Corporation, any subsidiary of Landlord, shall, during the term of the Lease and any extensions of it, shall not except with the written consent of Tenant first, sell any part of the Memorial Hospital to grant a lease for any part of the Memorial Hospital to any persons to engage in a restaurant of a similar nature to Tenant's business such as, but not limited to Burger King, Wendy's, Bojangles, Kentucky Fried Chicken, Taco Bell, Pizza Hut or Carl's Jr., or to engage in the operation of a submarine or deli shop. Landlord shall not be prohibited from selling or leasing to a full service restaurant and bar or cafeteria style operation. Landlord further covenants and agrees that it will not do anything to interfere with the visibility of or access to the Demised Premises or Tenant's signage.

Landlord agrees that the covenant set forth above shall run with the land and shall inure to the benefit of the Tenant and shall be binding upon the Landlord and the Landlord's heirs, executors, successors and assigns.

WILL CALL 22401 DS  
CHICAGO TITLE INSURANCE CO.  
500 W. CYPRESS CREEK ROAD  
SUITE 100  
FORT LAUDERDALE, FLORIDA 33309

BK 21948P60107

④ BIE

Landlord has executed this Covenant on this 3<sup>rd</sup> day of January, 1994.

LANDLORD: SOUTH BROWARD HOSPITAL DISTRICT,  
a political subdivision of the State of Florida

Frank V. Sacco  
Frank V. Sacco

WITNESS:  
C. Kenneth Hatlege  
Print Name: C. Kenneth Hatlege

Eileen Tucker  
Print Name: Eileen Tucker

**AFFIDAVIT OF OWNERSHIP BY LANDLORD**

Frank Sacco being first duly sworn on oath deposes and states that he/she/they is/are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached and that the Landlord owns no other.

IN WITNESS WHEREOF, the affiant has set his/her/their hand(s) this 3<sup>rd</sup> day of January, 1994.

AFFIANT(S)  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this 3<sup>rd</sup> day of January, 1994.

Eileen Tucker  
Notary Public

**EILEEN TUCKER**  
My commission expires \_\_\_\_\_

OFFICIAL NOTARY SEAL  
EILEEN TUCKER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC172697  
EXPIRES 01/01/1996

PLEASE ATTACH PROPER ACKNOWLEDGMENT FOR STATE WHEREIN PROPERTY IS LOCATED AND BE RECORDED AND EXHIBIT A (LEGAL DESCRIPTION OF DEMISED PREMISES) AND EXHIBIT B (LEGAL DESCRIPTION OF LANDLORD'S OTHER PROPERTY)

BR21948PGD103



A store referred to as a First Floor Space containing a total area of approximately 3,910 square feet known as Memorial Hospital in Hollywood, County of Broward, State of Florida, and being a part of the property legally described on Exhibit B hereof, which is incorporated by reference.

BK21948PC0109

EXHIBIT A

**Legal Description of the Memorial Hospital Campus:**

Lots 1 to 24 inclusive, Block 46,  
Lots 1 to 24 inclusive, Block 47,  
Lots 1 to 24 inclusive, Block 48,  
Lots 13 to 24 inclusive, Block 82,  
Lots 13 to 24 inclusive, Block 83,  
Lots 13 to 24 inclusive, Block 84,  
and all platted streets, avenues and alleys lying  
within the area bounded as follows, namely,

Begin at the Southeast corner of Block 48, as a point of beginning, thence run in a  
Westerly direction to the Southwest corner of Lot 13, Block 82, thence, run in a  
Northerly direction to the Northwest corner of Lot 24, Block 84, thence, run in an  
Easterly direction to the Northeast corner of Block 46, thence, run in a Southerly  
direction to the point of beginning, all as shown on the plat of HOLLYWOOD  
HILLS, Plat 6, page 22, Public Records of Broward County, Florida, said lands  
situate, lying and being in Broward County, Florida and containing 20.38 acres.

Less and except the following described property:

A store referred to as a First Floor Space containing a total area of approximately 3,910 square feet  
known as Memorial Hospital in Hollywood, County of Broward, State of Florida, and being a part of the  
property legally described on Exhibit B hereof, which is incorporated by reference.

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

EXHIBIT B

BR 21948PS0110

70  
 Work Order No. 1678-07-741  
 Sec. 8, Twp. 51 S, Rge. 42 E  
 Parcel I.D. # 51420702-1110  
 (Maintained by County Appraiser)  
DWG # 18DT-A7

**EASEMENT**  
 This Instrument Prepared By  
Roland Lapierre  
 FLORIDA POWER & LIGHT COMPANY  
 P.O. Address 229100  
Hollywood, Fla 33022

94-238681 T#005  
 06-09-94 01:28PM  
 \$ 0.70  
 DECL. STAMPS-DEED  
 RECVD. BROWARD CTY  
 B. JACK OSTERHOLT  
 COUNTY ADMIN.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width (the approximate location of which is shown in the sketch on Page 2 of this instrument) located within the following described property:

A portion of Blocks 46 and 47, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida and a portion of vacated Hayes Street as described in Deed Book 764, Page 208 of said Public Records. See attached sheets.

RETURN TO:  
 BROWARD ENGINEERING  
 FPL  
 P.O. Box 8248  
 Fort Lauderdale, FL 33340-0248

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on May 12, 1994.

Signed, sealed and delivered  
 in the presence of:  
 (Witness Signature)

Print Name Roman Shwed  
 (Witness)

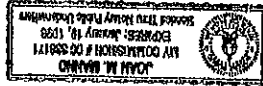
(Witness Signature)  
 Print Name Joan M. Manno  
 (Witness)

Print Name Joan M. Manno  
 (Witness)

MEMORIAL HOSPITAL  
 By: Joseph G. Alcure, Jr.  
 Authorized Signature  
 Print Name: Joseph G. Alcure, Jr.  
 Print Address: Memorial Hospital  
3501 Johnson Street  
Hollywood, Florida 33021  
 Attest: \_\_\_\_\_  
 (Secretary's signature)  
 Print Name: \_\_\_\_\_  
 Print Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (Corporate Seal)

BR 2243P60958

STATE OF Florida AND COUNTY OF Broward. The foregoing instrument was acknowledged before me this 12th day of May, 1994, by Joseph G. Alcure, Jr. ~~and~~ the authorized representative ~~of~~ Memorial Hospital, a special tax district ~~on behalf of said~~ Memorial Hospital who are personally known to me or whose names and addresses are stated in the foregoing instrument. My Commission Expires: \_\_\_\_\_ (Type of Identification)



(Notary Public Signature)  
 Print Name Joan M. Manno  
 REC-13.00  
 F.F. 2.00  
 10.00

LAND DESCRIPTION  
HOLLYWOOD MEMORIAL HOSPITAL  
FLORIDA POWER & LIGHT CO. EASEMENT

A portion of Blocks 46 and 47, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 3, Page 22 of the Public Records of Broward County, Florida and a portion of vacated Hayes Street as described in Deed Book 784, Page 208 of said Public Records and being more particularly described as follows:

COMMENCE at the Northeast corner of said Block 46;

THENCE South 00°00'45" West, along the East line of said Block 46, a distance of 244.50 feet to the POINT OF BEGINNING;

THENCE continue South 00°00'45" West, 19.56 feet;

THENCE North 30°44'31" West, 51.12 feet;

THENCE North 87°39'35" West, 136.10 feet;

THENCE South 79°47'01" West, 48.55 feet;

THENCE South 60°08'01" West, 20.15 feet;

THENCE South 86°27'25" West, 63.39 feet;

THENCE South 43°08'15" West, 93.13 feet;

THENCE South 01°00'34" West, 33.67 feet;

THENCE South 36°41'32" West, 39.31 feet;

THENCE North 44°29'05" West, 8.92 feet;

THENCE South 46°25'27" West, 1.83 feet to the North face of the Hollywood Memorial Hospital building;

THENCE North 46°37'36" West, along said North Face, 10.01 feet;

THENCE North 46°25'26" East, 1.83 feet;

THENCE North 44°29'05" West, 16.84 feet;

THENCE North 44°22'26" East, 10.00 feet;

THENCE South 44°29'06" East, 23.79 feet;

THENCE North 36°41'32" East, 24.31 feet;

THENCE North 01°00'34" East, 34.60 feet;

THENCE North 43°08'15" East, 100.86 feet;

THENCE North 86°27'25" East, 66.01 feet;

THENCE North 60°08'01" East, 19.64 feet;

THENCE North 79°47'01" East, 51.39 feet;

THENCE South 87°39'36" East, 142.62 feet;

THENCE South 30°44'31" East, 39.74 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida containing 5132 square feet (0.118 acres) more or less.

Prepared by:  
BERRY & CALVIN  
2 Oakwood Blvd., Suite 120  
Hollywood, Florida  
April 21, 1994

MISC\MEMHOSP.FPL

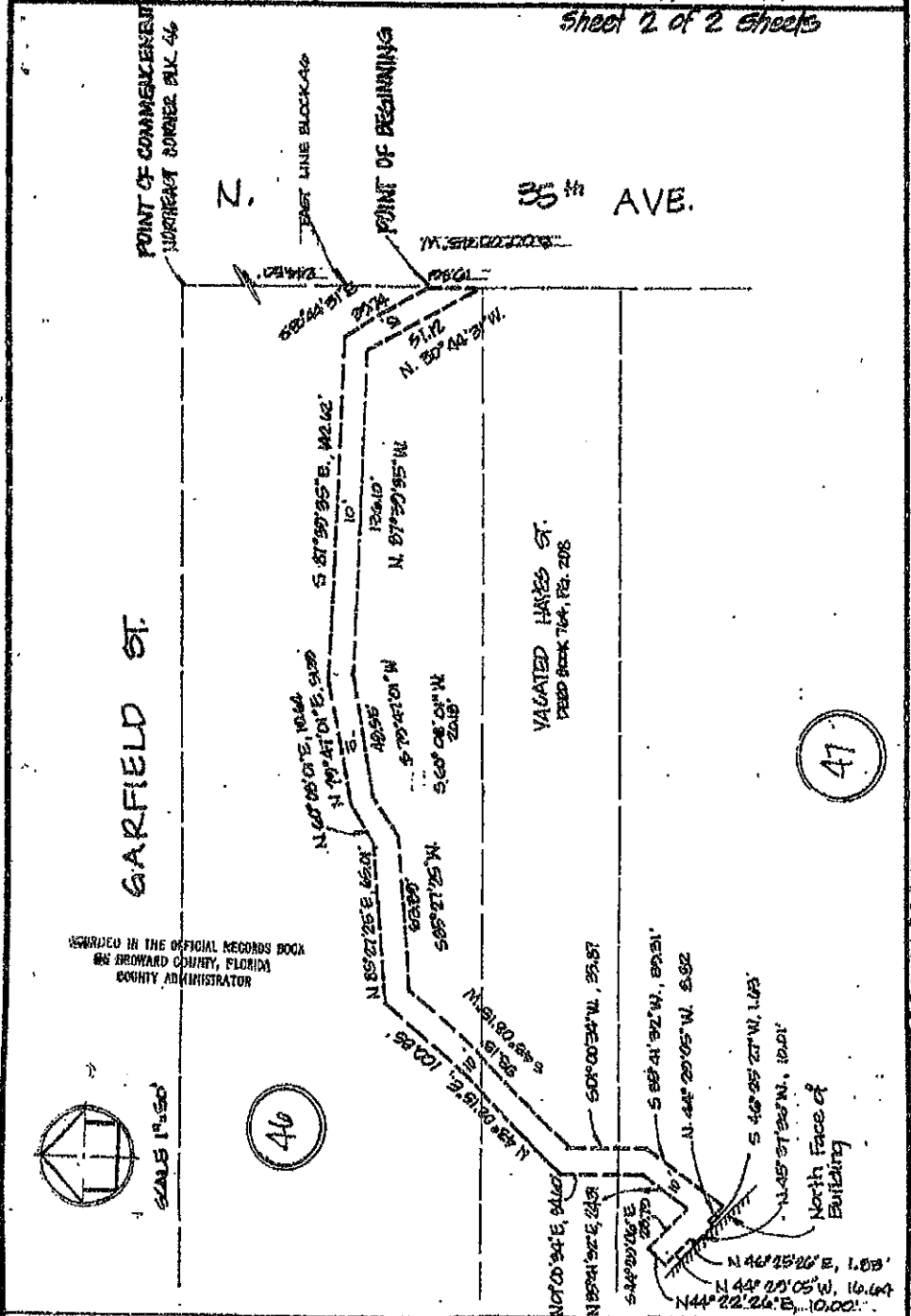
SHEET 1 OF 2 SHEETS

BR22243PG0959

**BERRY & CALVIN, INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 170 WOODLAND BLVD. HOLLYWOOD, FLORIDA 33020  
 (305) 921-7781 / FAX (305) 921-9977

**SKETCH OF DESCRIPTION**  
**FLORIDA POWER & LIGHT EASEMENT**  
**HOLLYWOOD MEMORIAL HOSPITAL**

Sheet 2 of 2 sheets



RECORDED IN THE OFFICIAL RECORDS BOOK  
 BY ARDMORE COUNTY, FLORIDA  
 COUNTY ADMINISTRATOR

- NOTES:
1. Bearings shown herein are relative to assumed datum with the East line of Block 46 bearing  $S. 00^{\circ} 00' 45'' W.$
  2. Not valid unless sealed with an embossed Surveyor's seal
  3. Information shown herein does represent a Boundary Survey

I HEREBY CERTIFY that this "SKETCH OF DESCRIPTION" of the property described herein is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Land Surveyors pursuant to Chapter 3017-9, Florida Administrative Code.

**BERRY & CALVIN, INC.**  
 Signed: *Gregory J. Clements* Dated: *4/21/94*  
 Gregory J. Clements  
 Professional Land Surveyor No. 4478  
 State of Florida

BK22243PG0960

95-146120 T#001  
04-07-95 04:18PM

RETURN TO And  
This Instrument Was Prepared By:  
**FRED J. WARD, P.A.**  
203 Transflorida Bank Building  
499 Sheridan Street  
Dania, Florida 33004  
(305) 920-9882 Broward

**ACKNOWLEDGMENT OF EASEMENT FOR COMMON DRIVEWAY**

**THIS ACKNOWLEDGMENT OF EASEMENT FOR COMMON DRIVEWAY**

is made and entered into this 17<sup>th</sup> day of March, 1995, by and among

**YALE CITRIN and GEORGIA CITRIN, his wife,**  
3501 Keyser Avenue, Villa 52, Hollywood, FL 33021  
hereafter called "Citrin", and

**ALLAN WOLPOWITZ**  
3427 Johnson Street, Hollywood, FL 33021  
hereafter called "Wolpowitz";

**WITNESSETH:**

WHEREAS, the parties' predecessors in title entered into an Easement for Common Driveway, dated October 24, 1961, a copy of which is hereto attached as Exhibit "A", and

WHEREAS, Citrin is the owner of Lots 3 and 4, Block 15, Hollywood Hills, according to the Plat thereof, recorded in Plat Book 6, Page, 22, of the Public Records of Broward County, Florida, and Wolpowitz is the owner of Lots 5 and 6, Block 15, of the same subdivision, and

WHEREAS, the parties are agreeable on acknowledging the existence and legal effect of Exhibit "A".

BR23316P0350

(5)

NOW, THEREFORE, in consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as well as in consideration of the mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. The above and foregoing recitals are true and correct.
2. That Citrin and Wolpowitz do hereby each agree and acknowledge that a common driveway exists as described in Exhibit "A", on the following realty:

"The West six (6') feet of Lot 5 and the East six (6') feet of Lot 4, Block 15, HOLLYWOOD HILLS, Plat Book 6, Page 22, of the Public Records of Broward County, Florida".

IN WITNESS WHEREOF, the parties have executed this Acknowledgment of Easement For Common Driveway as of the date first written above.

Signed, Sealed and Delivered  
in the Presence of:

*Marionne Chamberlain*  
Printed Name: Marion Chamberlain

*Susan Chabal*  
Printed Name: Susan Chabal

*Yale Citrin*  
YALE CITRIN  
*Georgia Citrin*  
GEORGIA CITRIN, his wife

Signed, Sealed and Delivered  
in the Presence of:

*Theresa E. Howard*  
Printed Name: Theresa E. Howard

*Rosalyn Davis*  
Printed Name: ROSALYN DAVIS

*Allan Wolpowitz*  
ALLAN WOLPOWITZ

PK 23316P0351

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this  
17<sup>th</sup> day of March, 1995, by

YALE CITRIN and GEORGIA CITRIN, his wife,

who are personally known to me or who have produced  
Personally known as identification and who did take an oath.



JEANNINE L. CHAMBERLAIN  
My Commission CC 315364  
Expires Nov. 26, 1995

Jeannine L. Chamberlain  
Notary Public, State of Florida  
Printed Name: Jeannine L. Chamberlain  
Notary Commission No. CC 315364

My Commission Expires:

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this  
17<sup>th</sup> day of March, 1995, by

ALLAN WOLPOWITZ

who is personally known to me or who has produced  
Personally known as identification and who did take an oath.

Catherine J. Chacon  
Notary Public, State of Florida  
Printed Name: Catherine J. Chacon  
Notary Commission No. CC 276474

My Commission Expires:



Notary Public, State of Florida  
CATHERINE J. CHACON  
My Comm. Exp. 6-3-97  
Comm. No. CC 276474



MEMO: Copying of writing  
typing or printing unsatisfactory in  
this document when microfilmed

**EASEMENT FOR COMMON DRIVEWAY**

IT IS AGREED by and between JOSEPH M. MOSES and CELMA MOSES, his wife, as parties of the first part, and ASHER HOLLANDER, an individual man, as party of the second part, that the parties of the first part are desirous of creating a common driveway between Lots 3 and 4, Block 15, Hollywood Hills, according to the plat thereof recorded in plat book 12, of the Public Records of Broward County, Florida, said land situated, lying and being in Broward County, Florida, and the party of the second part is the owner in fee simple of Lot 5, Block 15, Hollywood Hills, according to the plat thereof recorded in plat book 4, page 23, of the Public Records of Broward County, Florida, said land situated, lying and being in Broward County, Florida;

and that the parties of the first part and the party of the second part are desirous of creating a common driveway between Lot 5, Block 15, Hollywood Hills, for the purpose of creating a common driveway and for the benefit of the parcels of land described herein;

and, therefore, the parties agree each with the other as follows:

That an easement for a common driveway in favor of said Lots 3 & 4, Block 15, Hollywood Hills, is created over the west six (6') feet of Lot 5, Block 15, Hollywood Hills, and an easement over the east six (6') feet of Lot 4, Block 15, Hollywood Hills, is created in favor of Lots 3 & 4, Block 15, Hollywood Hills, for the purpose of creating a common driveway twelve (12') feet in width for the benefit of all the aforesaid lots;

That this easement is superior and paramount to the rights of any of the parties hereto in the respective servient

EXHIBIT "A"

BK23316P80353

estates so created, and that it is a covenant running with the land. The validity, effect and continuance of each of the covenants granted herein is mutual and is dependent upon the validity, effect and continuance of the other covenant.

IN WITNESS WHEREOF, We hereunto set our hands and seals this 24<sup>th</sup> day of October, 1961.

WITNESSES:

<u>Joseph M. Hoffm</u>	<u>Joseph M. Hoffm</u>
<u>E. Elizabeth M. Taylor</u>	<u>Edna Hoffm</u>
<u>Virginia M. Taylor</u>	<u>Ashley Hollander</u>

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

BEFORE ME, the undersigned officer, duly authorized to take acknowledgments and administer oaths, personally appeared JOSEPH M. HOFFM and EDNA HOFFM, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of October, 1961.

E. Elizabeth M. Taylor  
Notary Public

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

BK23316P60354

96-394817 T#008  
08-13-96 10:22AM

\$ 0.70  
DOCU. STAMPS-DEED

RECUV. BROWARD CTY  
B. JACK OSTERHOLT

COUNTY ADMIN.

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

EASEMENT

THIS INDENTURE made this 24 day of July, 1996, by SOUTH BROWARD HOSPITAL DISTRICT, an independent special district of the State of Florida, whose mailing address is 3501 Johnson Street, Hollywood, FL 33021 (first party), to the CITY OF HOLLYWOOD, FLORIDA, a Florida municipal corporation, whose mailing address is 2600 Hollywood Boulevard, Hollywood, Florida 33020 (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.)

W I T N E S S E T H:

WHEREAS, the first party is the owner of property situate in Broward County, Florida, and described as follows:

See Exhibit A attached hereto (the property);

and,

WHEREAS, the second party desires an easement for sidewalk purposes on, over and across the property; and

WHEREAS, the first party is willing to grant such easement;



RETURN TO  
FRONT RECORDING

BK 25258 PG 0799

*Return To: Noemmy H. Ulat  
2600 Hollywood Blvd.  
Hollywood, FL 33020*

④  
RAB

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the second party, its successors and assigns, a perpetual easement on, over and across the property for sidewalk purposes and uses incidental to sidewalk purposes only.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and attested by proper witnesses thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

SOUTH BROWARD HOSPITAL DISTRICT, an independent special district of the State of Florida

Sign: *Dorthea K. Gustafson*  
Print: DORTHEA K. GUSTAFSON  
Sign: *Eileen Tucker*  
Print: EILEEN TUCKER

By: *[Signature]*  
Chairman  
Print: John G. Primeau

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this July 24, 1996, by John G. Primeau, Chairman of SOUTH BROWARD HOSPITAL DISTRICT, who is personally known to me or has produced as identification.

*Eileen Tucker*  
Notary Public  
Print: EILEEN TUCKER  
Commission Expires

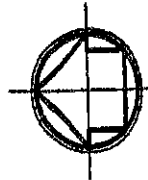
My commission expires:



JK25258PG0800

**berry & calvin**  
 ENGINEERS SURVEYORS PLANNERS  
 2 DICKSON BLVD., SUITE 123  
 HOLLYWOOD, FLORIDA 33020  
 BROWARD (954) 921-7771  
 FAX (954) 921-6807

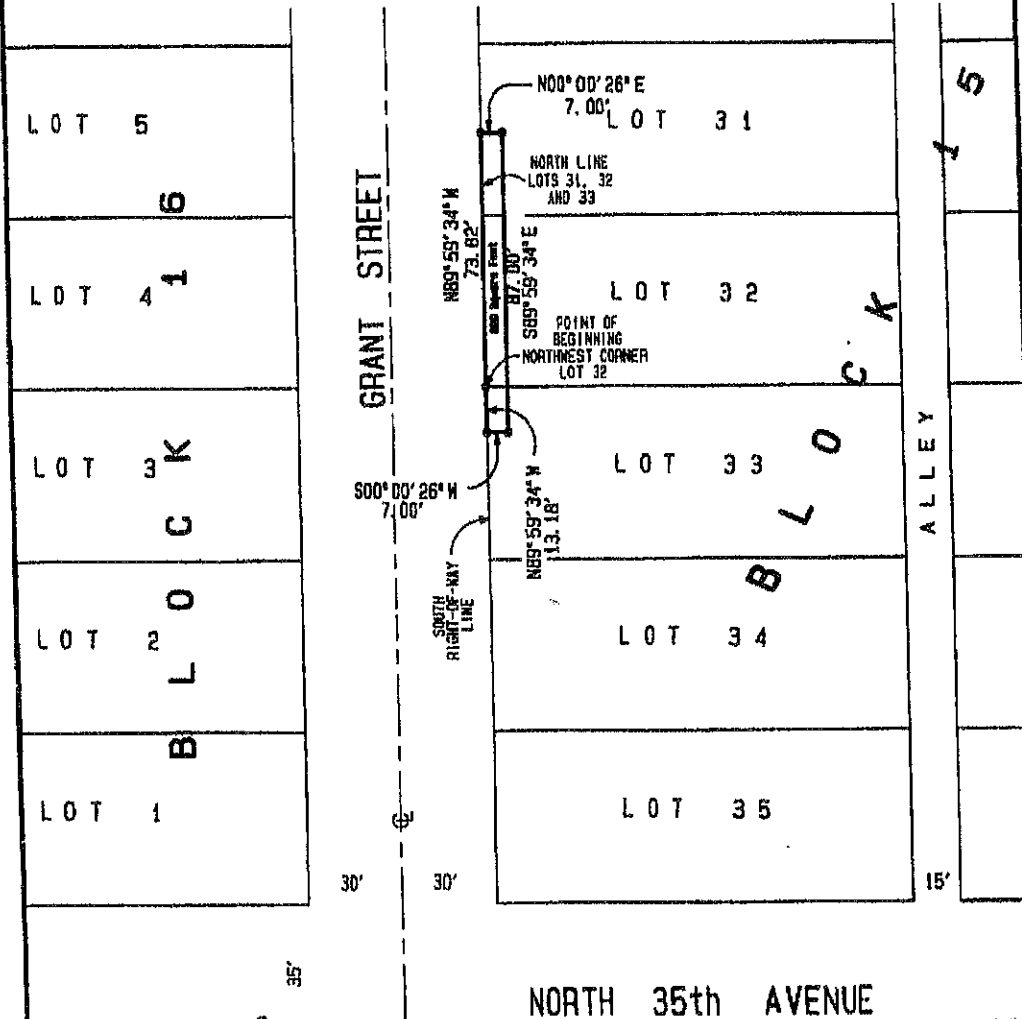
**SKETCH OF DESCRIPTION**  
**PORTION OF LOTS 31-33, BLOCK 15,**  
**HOLLYWOOD HILLS**  
 PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1" = 25.5258 PG 0801

**SURVEYOR'S NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SCALED WITH AN ENGRAVED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM ALONG THE NORTH LINE OF LOT 32, BLOCK 15, HOLLYWOOD HILLS, RECORDED IN PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS, SAID LINE BEARS NORTH 89°59'34" WEST.
4. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.



CLIENT:	PROJECT NO.	CAD FILE: DINAGGIO	SHEET 2 OF 2
REVISION	OWN	DATE	FB/PG
SKETCH OF DESCRIPTION	GJC	06/28/96	N/A

**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY that this 'SKETCH OF DESCRIPTION' of the property shown hereon is true and correct to the best of my knowledge and belief as recently drawn under my supervision. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Professional Surveyors and Engineers pursuant to Chapter 61801-0, Florida Administrative Code.  
 Signed: *Gregory J. Ciferri* Dated: 6-24-96  
 Gregory J. Ciferri  
 Professional Surveyor and Mapper No. 4478  
 State of Florida

EXHIBIT "A"

LAND DESCRIPTION  
SOUTH BROWARD HOSPITAL DISTRICT  
DIMAGGIO CENTER  
7' SIDEWALK EASEMENT

A portion of Lots 31, 32 and 33, Block 15, HOLLYWOOD HILLS, according to the Plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 32 and the Northeast corner of said Lot 33;

THENCE North  $89^{\circ}59'34''$  West, along the North line of said Lot 33, a distance of 13.18 feet;

THENCE South  $00^{\circ}00'26''$  West, 7.00 feet;

THENCE South  $89^{\circ}59'34''$  East, along a line 7.00 feet South of and parallel with the North line of said Lots 31, 32 and 33, a distance of 87.00 feet;

THENCE North  $00^{\circ}00'26''$  East, 7.00 feet to the intersection with said North line of Lot 31;

THENCE North  $89^{\circ}59'34''$  West, along said North line of Lots 31 and 32, a distance of 73.82 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida and containing 609 square feet (0.0140 acres) more or less.

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

PK 25258P60802

Prepared by:  
BERRY & CALVIN, INC.  
Two Oakwood Blvd., Suite 120  
Hollywood, Florida  
June 24, 1998  
MISC/DIMAGGIO SWK

Sheet 1 of 2 Sheets

EXHIBIT "A"

Work Order No. 7909-04-741

Sec. 8, Twp 51 S, Rge 42, E

Parcel I.D. 51-42-07-02-111  
(Maintained by County Appraiser)

Form 3723 (Booked) Rev. 7/84

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement (the approximate location of which is shown in the sketch on Page 2 & 3 of this instrument) located within the following described property:

**EASEMENT**

This Instrument Prepared By

Leola Mills

FLORIDA POWER & LIGHT COMPANY

P.O. Address: P.O. Box 3248

Fort Lauderdale, FL 33310-9938

96-464619 T#001  
09-19-96 03:15PM

\$ 0.70  
DOCU. STAMPS-DEED

RECVD. BROWARD CTY  
B. JACK OSTERHOLT

COUNTY ADMIN.

BK 25416P60973

Recorded in Clerk's Office

A portion of lots 12 and 13, block 46, a portion of lots 12 and 13, block 47, and a portion of lots 12 and 13, block 48, Hollywood Hills plat book 6, page 22, Broward County Records and a portion of those streets and alleys vacated by Broward County deed no. 764, page 208 of the public records of Broward County, Florida. City of Hollywood, Broward County, Florida.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on May 15, 1996.

Signed, sealed and delivered in the presence of:

Amy Hamell  
(Witness Signature)  
Print Name Amy Hamell  
(Witness)

Jo Anne Fessi  
(Witness Signature)  
Print Name Jo Anne Fessi  
(Witness)

\* RETURN TO:  
FLORIDA POWER & LIGHT CO.  
ATTN: BROWARD ENG. BWS/ACB  
P.O. Box 3248  
Fort Lauderdale, FL 33310-9938

SOUTH BROWARD HOSPITAL DISTRICT, a special tax district under the laws of the State of Florida

By: [Signature]  
(Chairman's Signature)

Print Name: John G. Primeau  
Print Address: 3501 Johnson Street  
Hollywood, Florida 33021

Attest: [Signature]  
(Secretary-Treasurer's Signature)

Print Name: Mary G. Washington  
Print Address: 3501 Johnson Street  
Hollywood, Florida 33021

STATE OF FLORIDA AND COUNTY OF BROWARD. The foregoing instrument was acknowledged before me this 15 day of \_\_\_\_\_, 1996, by John G. Primeau and Mary G. Washington respectively the Chairman and Secretary-Treasurer of the South Broward Hospital District, who are personally known to me, and who did (did not) take an oath.  
My Commission Expires:



[Signature]  
Notary Public, Signature  
Print Name EILEEN TUCKER

REC. 13.00  
T.F. 2.00  
15.00

**berry & calvin**  
ENGINEERS SURVEYORS PLANNERS  
2 BROADWAY BLVD., SUITE 100  
MELBOURNE, FLORIDA 32901  
PHONE: (407) 921-7791  
FAX: (407) 921-9047

MATCH LINE - SEE SHEET 3

100° 00' 45" E 5.00'  
S89° 59' 15" E 59.00'

100° 00' 45" E 5.00'  
S89° 59' 15" E 59.00'

100° 00' 45" W 5.00'

5926 SQUARE FEET  
0.1360 ACRES

**Memorial Hospital**

B L O C K 4

LOT 12

B L O C K 4 B

LOT 13

S89° 59' 15" E 14.00'

100° 00' 45" E 5.00'

S89° 59' 15" E 14.00'

B L O C K 4 B

LOT 12

POINT OF BEGINNING

NORTH RIGHT-OF-WAY LINE  
SOUTH LINE - BLOCK 4B

100° 00' 45" W 5.00'  
EAST LINE - BLOCKS 4B, 47 AND 48  
WEST RIGHT-OF-WAY LINE

N. 35th AVENUE

8' FLORIDA POWER & LIGHT EASEMENT  
100° 00' 45" E 313.07'

100° 00' 45" E 130.44'  
POINT OF COMMENCEMENT  
SOUTHEAST CORNER  
BLOCK 4B

S45° 00' 42" W 8.49'

**SKETCH OF DESCRIPTION**

**FLORIDA POWER AND LIGHT EASEMENT**  
A PORTION OF LOTS 12 AND 13, BLOCK 4B, A PORTION OF LOTS 12 AND 13, BLOCK 47, AND A PORTION OF LOTS 12 AND 13, BLOCK 48, HOLLYWOOD HILLS PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS AND A PORTION OF THOSE STREETS AND ALLEYS VACATED BY BROWARD COUNTY DEED NO. 704, PAGE 208 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE: 1"=50'



**LAND DESCRIPTION:**

A portion of Lots 12 and 13, Block 4B, a portion of Lots 12 and 13, Block 47, a portion of Lots 12 and 13, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, page 22 of the Public Records of Broward County, Florida, and a portion of those streets and alleys vacated by Broward County Deed No. 704, Page 208 of the Public Records of Broward County, Florida being more particularly described as follows:

- COMMENCEING at the Southeast corner of said Lot 12, Block 4B;
- THENCE North 89° 59' 20" West, along the South line of said Lot 12, Block 4B, and the North Right-of-Way line of Johnson Street, 6.00 feet;
- THENCE North 00° 00' 45" East, along a line 6 feet east of and parallel with the East line of said Blocks 4B, 47, and 48, a distance of 14.00 feet to the POINT OF BEGINNING;
- THENCE North 00° 00' 45" East, along a line 6 feet West of and parallel with the East line of said Blocks 4B, 47 and 48, a distance of 130.44 feet;
- THENCE North 89° 59' 15" West, 14.00 feet;
- THENCE North 00° 00' 45" East, 6.00 feet;
- THENCE South 89° 59' 15" East, 14.00 feet to an intersection with said parallel line;
- THENCE North 00° 00' 45" East, along said parallel line, 313.07 feet;
- THENCE North 89° 59' 15" West, 59.00 feet;
- THENCE North 00° 00' 45" East, 5.00 feet;
- THENCE South 89° 59' 15" East, 59.00 feet to an intersection with said parallel line;
- THENCE North 00° 00' 45" East, along said parallel line, 325.00 feet;
- THENCE North 89° 59' 15" West, 14.00 feet;
- THENCE North 00° 00' 45" East, 5.00 feet;
- THENCE South 89° 59' 15" East, 14.00 feet to an intersection with said parallel line;
- THENCE North 00° 00' 45" East, along said parallel line, 117.50 feet to an intersection with the north line of said Lot 13, Block 4B, and the South Right-of-Way line of Garfield Street;
- THENCE South 89° 59' 35" East, along said North line of Lot 13, Block 4B, and said South Right-of-Way line, 6.00 feet to an intersection with the east line of said Blocks 4B, 47 and 48, and the West Right-of-Way line of North 35th Avenue;
- THENCE South 00° 00' 45" West, along said East line of Blocks 4B, 47 and 48, and said West Right-of-Way line, 206.09 feet;
- THENCE South 45° 00' 42" West, 8.49 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida, containing 5824 square feet 0.1337 acres more or less.

**SURVEYOR'S NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. I AM NOT SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED NORTH ALONG THE EAST LINE OF BLOCKS 4B, 47 AND 48, HOLLYWOOD HILLS, RECORDED IN PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS. SAID LINE BEARS SOUTH 00° 00' 45" EAST.
4. THIS SKETCH DOES NOT CONSTITUTE A BOUNDARY SURVEY.

**JOHNSON STREET**

CLIENT: SOUTH BROWARD HOSPITAL DISTRICT

PROJECT NO. 95-1354 CAD FILE: 95-1354 SHEET 1 OF 2



REVISION	DWN	DATE	FB/PG
SKETCH AND DESCRIPTION	JN	02/13/96	NA
LABELLED EASEMENT	WT	4/30/96	

**SURVEYOR'S CERTIFICATE:**  
I HEREBY CERTIFY that this SKETCH OF 5824 SQ. FT. OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS REQUIRED BY LAW AND BY MY CERTIFICATE. THIS SKETCH COMPLIES WITH THE NATIONAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS IN CHAPTER 4617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO 47C.07, FLORIDA STATUTES.  
BERRY & CALVIN, INC.  
Signed: *Paul J. Johnson* Dated: 02/13/96  
Paul J. Johnson  
Professional Surveyor and Mapper No. 6296  
State of Florida

BK 25416PG0974



**berry & calvin**  
ENGINEERS SURVEYORS PLANNERS  
2 BROWARD BLVD., SUITE 120  
HOLLYWOOD, FLORIDA 33020  
TELEPHONE (305) 961-7781  
FAX (305) 961-9807

**SKETCH OF DESCRIPTION**  
**FLORIDA POWER AND LIGHT EASEMENT**  
A PORTION OF LOTS 12 AND 13, BLOCK 46, A PORTION OF LOTS 12 AND 13, BLOCK 47, AND A PORTION OF LOTS 12 AND 13, BLOCK 48, HOLLYWOOD HILLS  
PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS  
AND A PORTION OF THOSE STREETS AND ALLEYS VACATED BY  
BROWARD COUNTY DEED NO. 784, PAGE 206 OF THE  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA  
  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

**GARFIELD STREET**

S89°59'35"E  
6.00'

SOUTH RIGHT-OF-WAY LINE  
NORTH LINE - BLOCK 48

4 6  
LOT 13

S89°59'15"E  
14.00'  
N00°00'45"E  
8.00'

N00°00'45"E 117.53'

N89°59'15"N  
14.00'

4 6

**Memorial Hospital**

B L O C K  
LOT 12

6928 SQUARE FEET  
0.2210 ACRES

N00°00'45"E 325.00'

6' FLORIDA POWER & LIGHT EASEMENT

S00°00'45"W 886.08'  
EAST LINE - BLOCKS 46, 47 AND 48  
WEST RIGHT-OF-WAY LINE

**N. 35th AVENUE**

B L O C K  
4 7  
LOT 13

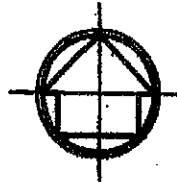
WATCH LINE - SEE SHEET 2

N00°00'45"E 6.00' S89°59'15"E 59.00'

N89°59'15"N 14.00'

LOT 12  
LOT 13

N00°00'45"E 313.07'



SCALE: 1"=50'

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

**SURVEYOR'S NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM ALONG THE EAST LINE OF BLOCKS 46, 47 AND 48, HOLLYWOOD HILLS, RECORDED IN PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS, SAID LINE BEARS SOUTH 00°00'45" EAST.
4. THIS SKETCH DOES NOT CONSTITUTE A BOUNDARY SURVEY.

CLIENT: SOUTH BROWARD HOSPITAL DISTRICT PROJECT NO. 95-1354 CAD FILE: 95-1354 SHEET 2 OF 2



REVISION	DWN	DATE	FB/PS
SKETCH AND DESCRIPTION	JH	02/13/96	NA
LABELLED EASEMENT	WT	6/30/99	

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY that this "SKETCH OF DESCRIPTION" of the property described herein is true and correct to the best of my knowledge and belief at the time of my preparation. This sketch was filed with the State Board of Professional Surveyors and Planners on this 13th day of February, 1996, in accordance with the provisions of Chapter 460.07-4, Florida Administrative Code, pursuant to 42,007 Florida Statutes.  
  
BERRY & CALVIN, INC.  
Signed: *Bob J. Alvarado* Date: 02/13/96  
Professional Surveyor and Mapper No. 4228  
State of Florida

BK 25416PG0975

This instrument prepared by:  
Gary S. Barber  
Associate General Counsel  
South Broward Hospital District  
1011 North 35th Avenue  
Hollywood, Florida 33021

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinance of the City of Hollywood pertaining to zoning, the issuance of building permits and regulating building construction activities, the undersigned, being the fee owner of the following described real property situated in the City of Hollywood, County of Broward and State of Florida, to wit:

See attached Exhibit "A"

does hereby make the following declaration of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

BK 25577PE0088

Kerr. & Assoc. Inc.  
POB E. LAS OLAS AVE. #104  
FT LAUDERDALE, FL 33301

1. That the undersigned is the owner in fee simple of the property described in Exhibit "A".
2. That the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site.
3. That the said property, for the purpose of building, zoning and other applicable codes and regulations, shall

15  
FPL

henceforth be considered as one parcel of land and that no portion shall be sold, assigned, transferred, conveyed or devised except in its entirety as one plot or parcel of land; provided, however, that recordation of a mortgage on any portion of Exhibit "A" shall not be deemed to be in contravention of this Declaration.

4. The undersigned further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, its successors and assigns, and all parties claiming under it until such time as the same may be released in writing under the order of the City Commission of the City of Hollywood.

5. The undersigned also agrees that this instrument shall be recorded in the Public Records of Broward County.

IN WITNESS WHEREOF, the said property owner has signed and sealed these presents on this 19<sup>th</sup> day of August, 1996.

BK 25577PG0089

Signed, sealed and delivered in the presence of:

Eileen Tucker sign  
(witness 1)

EILEEN TUCKER print

SOUTH BROWARD HOSPITAL DISTRICT, a special tax district under the laws of the State of Florida, doing business as Memorial Healthcare System

By [Signature]  
John G. Primeau, Chairman

Amelia Hamel sign  
(witness 2)

Amelia Hamel print

APPROVED AS TO BOTH FORM AND SUBSTANCE  
By [Signature]  
Gary S. [Name], as Associate General Counsel for South Broward Hospital District doing business as Memorial Healthcare System  
Date: 8/6/96

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 1996, by John G. Primeau, as Chairman of South Broward Hospital District, a special tax district under the laws of the State of Florida doing business as Memorial Health-care System, who <sup>is</sup> ~~is~~ personally known to me ~~or who produced~~ \_\_\_\_\_ as identification and who ~~did~~ (did not) take an oath.

Eileen Tucker  
Notary Public

**EILEEN TUCKER**

Printed name of Notary Public

Commission Number: \_\_\_\_\_

My commission expires:



BK25577P600901

Lots 4 and 5, Block 16, HOLLYWOOD HILLS,  
according to the plat thereof recorded in  
Plat Book 6, page 22, Public Records of  
Broward County, Florida, said lands situate,  
lying and being in Broward County, Florida;

and

Lots 31 to 35 inclusive, Block 15, HOLLYWOOD  
HILLS, according to the plat thereof recorded  
in Plat Book 6, page 22, Public Records of  
Broward County, Florida, said lands situate,  
lying and being in Broward County, Florida.

BK 255778009 II

Exhibit "A"

This Instrument Was Prepared By:  
CHRISTOPHER Q. WINTER, ESQUIRE  
WINTER & ASSOCIATES, P.A.  
2239 Hollywood Boulevard  
Hollywood, Florida 33020

95-241012

08-22-95

02:38PM

DOC. STAMPS-DEEDS

0.7

RECEIVED IN BROWARD COUNTY  
B. JACK OSTERWALD  
COUNTY ADMINISTRATOR

RETURN TO:

FRANK J. WARD, P.A.  
203 Transflorida Bank Building  
499 Sheridan Street  
Dania, Florida 33004  
(305) #70-9882 Broward

Grantee SS# \_\_\_\_\_

Grantee SS# \_\_\_\_\_

Property ID # 1207-01-125.0

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA.]-----

**PERSONAL REPRESENTATIVE'S DEED**

THIS INSTRUMENT, executed this 5th day of July, 1995, between FAYE NOVACK, MRS. and MORROW DIAMOND, M.D., Co- Personal Representatives of the Estate of LOUIS J. NOVAK, deceased, parties of the first part, and SOUTH BROWARD HOSPITAL DISTRICT, a Special Tax District Under the laws of the State of Florida, party of the second part, whose address is \_\_\_\_\_

Grantor's  
Address  
on Page

3501 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021

**W I T N E S S E T H:**

The parties of the first part, pursuant to the provisions of ARTICLE VII of the Decedent's Last Will admitted to Probate on June 21, 1994, in the Circuit Court in and for Broward County, Florida, Probate Division, Case No. 94-3641, and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the Grantee, their heirs and assigns forever, that certain real property situate in Broward County, Florida, described as:

An undivided 50% interest in Lot 31, in Block 15, of HOLLYWOOD MILLS, a Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

SUBJECT TO conditions, restrictions reservations, limitations and assessments of record; zoning ordinances affecting said property; and taxes for the year 1995 and subsequent years.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the party of the second part, their heirs and assigns, in fee simple forever.

AND the said party of the first part, for itself and for its heirs, executors and administrators, does covenant, promise and agree to and with the said party of the second part, their heirs and assigns, that the said party of the first part, at the time of the executing and delivery of these presents, has good right and lawful authority to grant, bargain, sell and convey the property and warrants the title to the property for any acts of Grantor and

8K220888PC0512

8K25517P600921

Handwritten mark resembling a stylized 'a' or 'e' in a circle.

will defend title against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties of the first part, as Co-Personal Representatives of the Estate of LOUIS J. NOVAK, deceased, have set their hands and seals on the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness: Paul Novack

[Signature] (Seal)  
PAUL NOVACK, ESQ.  
Co-Personal Representative

[Signature]  
Witness: Christopher G. Wintter

[Signature] (Seal)  
MORTON DIAMOND, M.D.  
Co-Personal Representative  
c/o Christopher G. Wintter, Esquire  
2239 Hollywood Boulevard  
Hollywood, Florida 33030

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 1995, by PAUL NOVACK, ESQ. and MORTON DIAMOND, M.D., who are personally known to me and who did take an oath.

[Signature]  
Notary Public, State of Florida

My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRANT: ADMINISTRATION

OFFICIAL NOTARY SEAL  
BECKY J. ROBERTS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 003883  
MY COMMISSION EXPIRES 11/99

pr-0001 3

BK25577Pg00931

95092000513

95-361014  
05-22-73 OR:JMP

DOC. STAMPS-DEEDS 547.4

WARRANTY DEED  
STATUTORY  
F.S. 689.02

RECEIVED IN BROWARD COUNTY  
W. JACK OSTERWALT  
COUNTY ADMINISTRATOR

Return to:  
Name: FRED J. WARD, P.A.  
203 TransFlorida Bank Building  
Address: 494 Sheridan Street  
Dania, Florida: 33004  
(305) 920-9882

This Instrument Prepared by:  
John M. Barnessoli, Esq.  
1734 Polk Street, Suite W  
Hollywood, Florida 33020

Property Appraiser's Parcel  
Identification (Folio) Number(s):  
1307-01-125.0

Grantee(s) S.S. #(s):

(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.)

THIS INSTRUMENT, Made this 19<sup>th</sup> day of July , A.D. 1995  
BETWEEN CECIL S. HALL, Individually, <sup>c/o Barnessoli, 2734 Polk St., Hollywood</sup> and as Trustee under the <sup>FL 33021</sup>  
provisions of a certain trust agreement dated January 1, 1977, and as  
Trustee under Revocable Living Trust dated October 10, 1989, and as  
his wife MIRIAM A. HALL, of the County of Broward, in the State of  
Florida, parties of the first part, and SOUTH BROWARD HOSPITAL  
DISTRICT, a Special Tax District Under the Laws of the State of  
Florida of the County of Broward , in the State of Florida , whose  
post office address is  
3501 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021  
party of the second part.

WITNESSETH, that the said parties of the first part, for and in  
consideration of the sum of Ten and no/100-----(\$10.00)-----Dollars,  
to them in hand paid by the said part y of the second part,  
heirs and assigns forever, the following described land, situate, and  
being in the County of Broward State of Florida, to wit:

All of my undivided 50% interest in and to:

Lot Thirty-One (31), in Block Fifteen (15), of  
HOLLYWOOD HILLS, a Subdivision, according to  
the Plat thereof, as recorded in Plat Book 5,  
Page 22, of the Public Records of Broward  
County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations  
and assessments of record, if any; zoning ordinances affecting  
said property; and taxes for 1995 and subsequent years.

And the said parties 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 parties of the first part have  
hereunto set our hands and seals the day and year first above written.

8K2002200514-

BK 25577 PG 00941

2/2



Signed, sealed and delivered in the presence of:

Witness Signature

John M. Bernazzoli  
Printed Name

*Nora B. Sara*  
Witness Signature

Nora B. Sara  
Printed Name

Witness Signature

John M. Bernazzoli  
Printed Name

*Nora B. Sara*  
Witness Signature

Nora B. Sara  
Printed Name

Grantor Signature

Cecil B. Hall  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

Co-Grantor Signature, if any

Miriam A. Hall  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

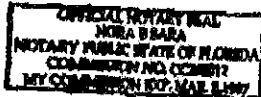
STATE OF FLORIDA ) I hereby Certify that on this  
COUNTY OF DEKALB ) day, before me, an officer duly  
authorized to administer oaths and take acknowledgments, personally  
appeared Cecil B. Hall, individually, and as Trustee under the  
provisions of a certain trust agreement dated January 1, 1977, and as  
Trustee under Revocable Living Trust dated October 10, 1989, joined  
by his wife MIRIAM A. HALL,  
knows to me to be the person described in and who executed the  
foregoing instrument, who acknowledged before me that they  
executed the same, that I relied upon the following form of  
identification of the above-named person: personal knowledge  
and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last  
aforesaid this 19<sup>th</sup> day of July, A.D. 1995.

Notary Rubber Stamp Seal

*Nora B. Sara*  
Notary Signature

Nora B. Sara  
Printed Notary Signature



RECORDED IN THE OFFICIAL RECORDS DIV.  
OF DEKALB COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

BK25577PG0951

BK25577PG09515

WARNING: This instrument contains a deed.

CHATT-PLANNED DEED

BOOK PAGE

FRED J. VARD, P.A.  
203 Transflorida Bank Building  
499 Sheridan Street  
Dania, Florida 33004  
(305) 920-9882

95-261012  
08-22-95 02:38PM

DOC. STAMPS-DEEDS 0.7

This Instrument Prepared by:

John M. Barnasoli, Esq.  
2734 Folk Street, Suite B  
Hollywood, Florida 33020

RECEIVED IN BROWARD COUNTY  
R. JACK OSTERMOLT  
COUNTY ADMINISTRATOR

Property Appraiser's Parcel Identification Number (PIN) Numbered:

1207-01-125.0

Warning: E.S. 709

THIS INSTRUMENT WAS FILED FOR RECORDATION ON THE 25th day of October, 1996, at 14:46 hours, by FRED J. VARD, P.A., a married man, individually and as Trustee, c/o Barnasoli, Esq., 2734 Folk Street, Suite B, Hollywood, Florida 33020, for the purpose of recording a deed in the name of the State of Florida.

724 Pol

where post office address is  
3501 Johnson Street, Hollywood, Florida 33021

second party:

Notwithstanding, 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 release, release and quitclaim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot Thirty-One (31), in Block Fifteen (15), of HOLLYWOOD MILLS, a Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

THE ABOVE PROPERTY IS NOT THE HOMESTEAD OF THE GRANTEE NOR IS IT CONTIGUOUS TO THE HOMESTEAD OF THE GRANTEE.

On Here and to Hold The same together with all and singular the appurtenances thereto in anywise appertaining, and all the main right, title, interest, claim, 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 the presence of:

*Richard A. Hall*  
Richard A. Hall

*Nora B. Sara*  
Nora B. Sara

*Mark E. Sara*  
Mark E. Sara

*Mary Ann Montright*  
MARY ANN MONTRIGHT

4520 Plover Street  
Hollywood, Florida 33021

RECORDED IN THE OFFICE OF THE CLERK OF BROWARD COUNTY, FLORIDA  
OCT 25 1996

Witness my hand and official seal in the County and State last aforesaid this 25th day of October, 1996.

Witness my hand and official seal in the County and State last aforesaid this 25th day of October, 1996.

STATE OF FLORIDA  
COUNTY OF BROWARD

I, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original instrument, as presented to me for recording.

Witness my hand and official seal in the County and State last aforesaid this 25th day of October, 1996.

SPECIAL RECORDING SEAL  
FLORIDA'S NAME  
BROWARD PUBLIC SEAL OF FLORIDA  
COMMISSIONER REG. OFFICER  
NOT COMMISSIONER REG. MARK A. HAY

Witness my hand and official seal in the County and State last aforesaid this 25th day of October, 1996.

*Nora B. Sara*  
Nora B. Sara

BR 25577P60961

This instrument was prepared by:  
CHRISTOPHER G. WINTER, ESQUIRE  
WINTER & ASSOCIATES, INC.  
2239 Hollywood Boulevard  
Hollywood, Florida 33020

98-361015  
08-22-95 02:38P

DOC. STAMPS-DEEDS 0.  
RECEIVED IN BROWARD COUNTY  
H. JACK OSTENWOL  
COUNTY ADMINISTRATOR

RETURN TO:  
FRED J. WARD, P.A.  
203 TransFlorida Bank Building  
499 Sheridan Street  
Dania, Florida 33004  
(305) 820-9882

Grantee \$\$\$  
Property ID#s  
Lots 32 thru 35- 1207-01-126.0  
Lot 4 - 1207-01-128.0  
Lot 5 - 1207-01-129.0

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA.]-----

**PERSONAL REPRESENTATIVE'S DEED**

THIS INSTRUMENT, executed this 5th day of July, 1995, between PAUL NOVACK, ESQ. and MORRIS DIXON, ESQ., Co-  
Personal Representatives of the Estate of LOUISE J. NOVAK, deceased, parties of the first part, and SOUTH BROWARD HOSPITAL DISTRICT, a  
Special Tax District Under the Laws of the State of Florida, party  
of the second part, whose address is

Grantor  
Address:  
on Pg :

3301 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021

**W I T N E S S E S:**

The parties of the first part, pursuant to the provisions of  
ARTICLE VII of the Decedent's Last Will admitted to Probate on June  
21, 1994, in the Circuit Court in and for Broward County, Florida,  
Probate Division, Case No. 94-3641, and in consideration of the sum  
of Ten (\$10.00) Dollars and other good and valuable consideration  
in hand paid, grants, bargains, sells, aliens, remises, releases,  
conveys and confirms to the Grantee, their heirs and assigns  
forever, that certain real property situate in Broward County,  
Florida, described as:

An undivided 41.67% interest in Lots 32, 33,  
34 and 35, in Block 15, and Lots 4 and 5, in  
Block 16, of HOLLYWOOD HILLS, a subdivision,  
according to the Plat thereof, as recorded in  
Plat Book 6, Page 22, of the Public Records of  
Broward County, Florida.

SUBJECT TO conditions, restrictions reservations, limitations  
and assessments of record, zoning ordinances affecting said property,  
and taxes for the year 1995 and subsequent years.

TOGETHER with all and singular the tenements, hereditaments  
and appurtenances belonging or in anywise appertaining to that real  
property.

TO HAVE AND TO HOLD the same to the party of the second part,  
their heirs and assigns, in fee simple forever.

AND the said party of the first part, for itself and for its  
heirs, executors and administrators, does covenant, promise and  
agree to and with the said party of the second part, their heirs  
and assigns, that the said party of the first part, at the time of  
the executing and delivery of these presents, has good right and  
lawful authority to grant, bargain, sell and convey the property

BR25571PG00971

BK25571PG00971

cc

and warrants the title to the property for any acts of Grantor and will defend title against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties of the first part, as Co-Parsonal Representatives of the Estate of LOUIS J. NOVAK, deceased, have set their hands and seals on the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: [Signature]  
Witness: [Signature]

[Signature] (Seal)  
PAUL NOVAK, ESQ.  
Co-Parsonal Representative  
[Signature] (Seal)  
MORTON DIAMOND, N.D.  
Co-Parsonal Representative  
c/o Christopher Q. Winter, Esquire  
2238 Hollywood Boulevard  
Hollywood, Florida 33020

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 1995, by PAUL NOVAK, ESQ. and MORTON DIAMOND, N.D., who are personally known to me and who did take an oath.

[Signature]  
Notary Public, State of Florida

My Commission Expires:

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

OFFICIAL NOTARY SEAL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 003431  
MY COMMISSION EXPIRES 11/09

BR23820708517

BR2557790098

WARRANTY DEED  
STATUTORY  
F.S. 689.02

95-261017  
08-21-95

02:38PM

DOC. STAMPS-DEEDS 8003.3

Return to:  
Name: FRED J. WARD, P.A.  
203 TransFlorida Bank Building  
Address: 489 Sheridan Street  
Dania, Florida 33004  
(305) 940-8888 Broward

RECEIVED IN BROWARD COUNTY  
B. JACK OSTERMOLT  
COUNTY ADMINISTRATOR

This Instrument Prepared by:  
John M. Bernasoli, Esq.  
2734 Polk Street, Suite 2  
Hollywood, Florida 33028

Property Appraiser Parcel  
Identification (Palio) Number(s):  
1207-01-126.0 Lots 32 thru 35, Block 15  
1207-01-126.0 Lot 4, Block 15  
1207-01-126.0 Lot 5, Block 15  
(Gated) N.E. (S.1)

(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.)

THIS INSTRUMENT, Made this 19<sup>th</sup> day of July, A.D. 1995  
BETWEEN CECIL M. HALL, a/k/a C.M. HALL, c/o Bernasoli, 2734 Polk St., Hollywood  
under Revocable Trust dated October 10, 1989, individually, and as Trustee FL 3302  
MIRIAM A. HALL, of the County of Broward, in the State of Florida,  
parties of the first part, and SOUTH BROWARD HOSPITAL DISTRICT, a  
Special Tax District Under the Laws of the State of Florida  
of the County of Broward, in the State of Florida, whose post  
office address is  
3801 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021  
party of the second part.

WITNESSETH, That the said parties of the first part, for and in  
consideration of the sum of Ten and no/100-----(\$10.00)-----Dollars,  
to them is here paid by the said party of the second part,  
heirs and assigns forever, the following described land, situate, and  
being in the County of Broward State of Florida, to wit:

All of my undivided 41.67% interest in and to:  
Lots Thirty-Two (32), Thirty-Three (33), Thirty-Four (34)  
and Thirty-Five (35), in Block Fifteen (15), and Lots Four  
(4) and Five (5), in Block Sixteen (16), of HOLLYWOOD HILLS,  
a Subdivision, according to the Plat thereof, as recorded in  
Plat Book 6, Page 22, of the Public Records of Broward  
County, Florida.

SUBJECT TO conditions, restrictions, reservations, limitations  
and encumbrances of record, if any; zoning ordinances affecting  
said property; and taxes for 1995 and subsequent years.

And the said parties 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 parties of the first part have  
hereunto set our hands and seals the day and year first above written.

95-261017-20

BK25577P60099:

Signed, sealed and delivered in the presence of:

Witness Signature

John M. Barzassoli  
Printed Name

*Nora B. Sara*  
Witness Signature

Nora B. Sara  
Printed Signature

Witness Signature

John M. Barzassoli  
Printed Name

*Nora B. Sara*  
Witness Signature

Nora B. Sara  
Printed Name

*Cecil B. Hall* F.O.  
Grantor Signature

Cecil B. Hall a/k/a C.B. Hall  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

*Miriam A. Hall* F.O.  
Co-Grantor Signature, if any

MIRIAM A. HALL  
Printed Name

3729 S. Longfellow Circle  
Post Office Address  
Hollywood, Florida 33021

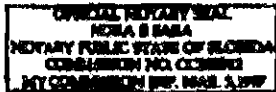
STATE OF FLORIDA ) I hereby Certify that on this  
County of BRADFLD ) day, before me, as officer duly  
authorized to administer oaths and take acknowledgments, personally  
appeared Cecil B. Hall, a/k/a C.B. Hall, individually, and as trustee  
under Revocable Trust dated 10/18/89 joined by his wife MIRIAM A. HALL,  
know to me to be the person as described in and who executed the  
forgoing instrument, who acknowledged before me that they  
executed the same, that I relied upon the following form of  
identification of the above-named person personal knowledge  
and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last  
aforesaid this 19<sup>th</sup> day of July, A.D. 19 95.

Notary Rubber Stamp Seal

*Nora B. Sara*  
Notary Signature

Nora B. Sara  
Printed Notary Signature



NOTARY PUBLIC OFFICIAL RECORDS BUREAU  
2000 W. UNIVERSITY BLVD., SUITE 200  
CORCORAN, FLORIDA 33434

BK25577PG0100

8-2302000521

95-381016  
06-22-95

02:38PM

DOC. STAMPS-DEEDS

0.7

RECEIVED IN BROWARD COUNTY  
B. JACK OSTERWALT  
COUNTY ADMINISTRATOR

**MARRIAGE DEED**

RETURN TO:

FRED J. WARD, P.A.

203 TransFlorida Bank Building

499 Sheridan Street  
Dania, Florida 33004

This instrument prepared by:

ROBERT GARDNER, Esq.  
340 Hollywood Blvd., #450  
Hollywood, FL 33021

Property Appraisers Parcel I.D. (Folio) Number(s):

Lots 32 thru 35 - 1207-01-126.0; Lot 4 - 1207-01-128.0; Lot 5 - 1207-01-129.0.

**THIS MARRIAGE DEED**, Made this 30th day of June, A.D., 1995, by ALLEN FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter called the grantor, whose postoffice address is 5637 Madison Street, Hollywood, FL 33021, to SOUTH BROWARD HOSPITAL DISTRICT, a special tax district under the laws of the State of Florida, hereinafter called the grantees, whose postoffice address is 3501 JOHNSON STREET, HOLLYWOOD, FLORIDA 33021

(Wherever used herein the terms "grantor" and "grantees" shall include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors or assigns of corporations)

**WITNESSETH:** That the said grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, a sixteen and two-thirds (16-2/3) interest in that certain land, situate in Broward County, Florida, viz:

Lots 32 to 35 inclusive, Block 15, HOLLYWOOD HILLS, according to the plat thereof recorded in Plat Book 5, Page 22, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida, and having a street address of 921 North 35th Avenue, Hollywood, Florida;

and

Lots 4 and 5, Block 16, HOLLYWOOD HILLS, according to the plat thereof recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

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

9525577P801011

9525577P80510

50

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, 1994.

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

Witnesses:

*[Signature]*  
Leonard Grand  
*[Signature]*  
Fay B. Garadine

ALLEN FAMILY LIMITED PARTNERSHIP  
By its General Partner  
MARVIN & JEAN ALLEN, INC.,  
a Florida corporation

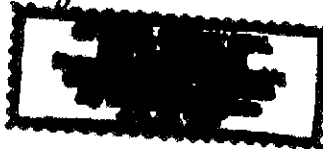
By: *[Signature]*  
JEAN ALLEN, President  
5637 Madison Street  
Hollywood, FL 33021

STATE OF FLORIDA  
COUNTY OF BROWARD

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

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of June, 1995, by JEAN ALLEN, as President of Marvin & Jean Allen, Inc., who is personally known to me or who has produced a driver's license as identification and acknowledged that she executed the foregoing instrument on behalf of said corporation for the purposes therein expressed.

*[Signature]*



BK229820P0519

BK25577P01021



97-309697 T#001  
06-16-97 02:50PM  
\$ 6.78  
DOCU. STAMPS-DEED  
RECVD. BROWARD CNTY  
B. JACK OSTERHOLT  
COUNTY ADMIN.

RESOLUTION NO. 8-96-363

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, ACCEPTING THE QUIT-CLAIM DEED CONVEYING TO THE CITY OF HOLLYWOOD, FROM SOUTH BROWARD HOSPITAL DISTRICT, THE PROPERTY HEREINAFTER DESCRIBED, IN BLOCK 48 OF HOLLYWOOD HILLS.

WHEREAS, the City of Hollywood desires to improve the traffic conditions near the intersection of Johnson Street and N. 35th Avenue; and

WHEREAS, South Broward Hospital District has agreed to donate land to the City of Hollywood for Roadway Improvements in Block 48 of Hollywood Hills;

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

Section 1: That the Quit-Claim Deed dated July 24, 1996 executed by South Broward Hospital District conveying the following legally described property to the City of Hollywood for right-of-way purposes is hereby accepted on behalf of the City:

Legal description and sketch attached hereto as exhibit "A".

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

PASSED AND ADOPTED this 4 day of Sept. 1996.

*Mara Giuliani*  
MARA GIULIANTI, MAYOR

ATTEST:  
*Patricia A. Cerny*  
PATRICIA A. CERNY, CMC/ME, CITY CLERK

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

CERTIFICATION  
I certify this to be a true and correct copy of the record in my office.  
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 15 day of Sept. 1996.  
*Patricia A. Cerny* City Clerk

**DEFERRED ITEM**  
Return Document To  
Business Operations

02:\dms\memo\en96-369.doc

BK26575P60280

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

Return To

(H)  
AK

This instrument prepared by:  
Alan Fallik, Esq.  
City of Hollywood  
Room 407  
2600 Hollywood Boulevard  
Hollywood, FL 33020

**QUITCLAIM DEED**

This Quitclaim Deed, executed this 24 day of July 1990, by SOUTH BROWARD HOSPITAL DISTRICT (first party), an independent special district of the State of Florida, whose post-office address is 3501 Johnson Street, Hollywood, FL 33021, to the CITY OF HOLLYWOOD, FLORIDA (second party), whose post-office address is 2600 Hollywood Boulevard, Hollywood, Florida 33020:

Witnesseth: That the said first party, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and dedicate 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:

See Exhibit A attached hereto and incorporated herein by reference.

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, for public right-of-way purposes only.

BK26575PG0281

In Witness Whereof, the first party has caused these presents to be executed the day and year first above written.

Witnesses:

SOUTH BROWARD HOSPITAL DISTRICT

Arthur A. Gustafson

By [Signature]

DORNEA K. GUSTAFSON  
(Name printed, typed or stamped)

JOHN G. PRIMEAU  
(Name printed, typed or stamped)

Eileen Tucker

EILEEN TUCKER  
(Name printed, typed or stamped)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 1996, by John G. Primeau, Chairman of SOUTH BROWARD HOSPITAL DISTRICT, an independent special district of the State of Florida, who is personally known to me ~~or has produced~~ (type of identification) as identification.

Eileen Tucker  
Notary Public - State of Florida  
**EILEEN TUCKER**

(Name typed, printed or stamped)  
Commission No. \_\_\_\_\_

My commission expires:



BK26515PG0282

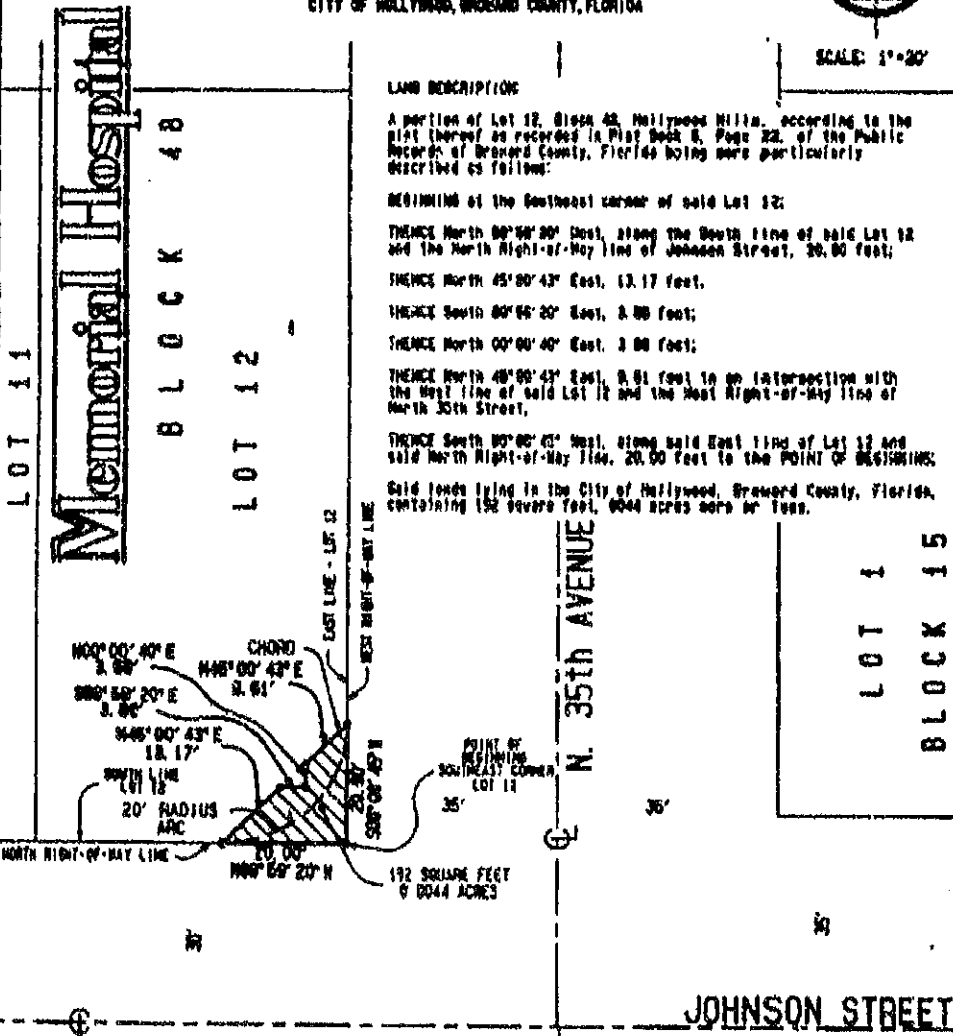
**bony & calvin**  
 ENGINEERS & ARCHITECTS  
 1100 N. W. 10th St., Ft. Lauderdale, FL 33304  
 (305) 463-1100

**SKETCH OF DESCRIPTION**

**PROPOSED RIGHT-OF-WAY**  
 A PORTION OF LOT 12, BLOCK 48  
 HOLLYWOOD HILLS  
 PLAT BOOK 6, PAGE 22, BROWARD COUNTY RECORDS  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1"=20'



**LAND DESCRIPTION**

A portion of Lot 12, Block 48, Hollywood Hills, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

- BEGINNING** at the Southeast corner of said Lot 12;
- THENCE North 00°50'20" East, along the South line of said Lot 12 and the North Right-of-Way line of Johnson Street, 30.00 feet;
- THENCE North 45°00'43" East, 13.17 feet;
- THENCE South 00°50'20" East, 2.00 feet;
- THENCE North 00°00'40" East, 3.00 feet;
- THENCE North 48°00'43" East, 0.61 feet to an intersection with the West line of said Lot 12 and the West Right-of-Way line of North 35th Street;
- THENCE South 00°00'40" West, along said East line of Lot 12 and said North Right-of-Way line, 20.00 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.044 acres more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK 1  
 OF BROWARD COUNTY, FLORIDA  
 COUNTY ADMINISTRATOR

**OWNER'S NOTES**

1. REPRESENTATIONS OF THIS SKETCH ARE NOT VALID UNLESS MADE BY AN ENGINEER REGISTERED IN FLORIDA.
2. LARGE DIMENSIONS WERE NOT ABSTRACTED BY THE SURVEYOR FROM PLAT BOOKS, RECORDS, DEEDS, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS WERE TAKEN BY REFERENCE TO AN ADJACENT PLAT FROM THE EAST LINE OF LOT 12, BLOCK 48, HOLLYWOOD HILLS, PLAT BOOK 6, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT CONSTITUTE A SURVEY SERVICE.

CLIENT: SOUTH BROWARD HOSPITAL DISTRICT

PROJECT NO. 95-1354

CAD FILE: 95-1354

REVISION	DATE	BY/PS	
		JN	NA

**OWNER'S SIGNATURE**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT A

99-027406 T#001  
01-15-99 09:13AM  
\$ 5250.00  
DOCU. STAMPS-MTGE  
RECVD. BROWARD CNTY  
COUNTY ADMIN.

LIEN AND SECURITY AGREEMENT

THIS LIEN AND SECURITY AGREEMENT ("Agreement") is entered into this 15th day of January, 1999, by and between South Broward Hospital District, d/b/a Memorial Healthcare System ("Debtor"), a special district created and existing under the laws of the State of Florida, whose address is 3501 Johnson Street, Hollywood, Florida and the State of Florida, Department of Health ("Secured Party"), whose headquarters are located at 2020 Capital Circle SE, Bin # B06, Tallahassee, Florida 32399-1734.

BK29155Pg0910

RECITALS

A. The Debtor and Secured Party have contemporaneously herewith entered into a Memorandum of Understanding for Grant and Aids under which the Debtor shall receive from the Secured Party the sum of One Million, Five Hundred Thousand Dollars (\$1,500,000) appropriated by the Florida State Legislature in Item 485C of the Appropriations Act Chapter 97-152, Laws of Florida, and Item 529A of the Appropriations Act, Chapter 98-422, Laws of Florida, (collectively the "Appropriation").

B. The Appropriation is specifically conditioned upon the Debtor using the funds appropriated to construct a renovation of the pediatric intensive care unit at Joe DiMaggio Children's Hospital and further requires the Debtor to grant the Secured Party a security interest in the property where the improvements are to be made for a period of at least five (5) years from the date of completion of the construction in order to assure that the funds are utilized as intended.

C. As a condition to its receipt of the Appropriation from the Secured Party, the Debtor has agreed to grant a security interest in all of its property described herein to the Secured Party for a period of five (5) years from completion of the intended renovation of the pediatric intensive care unit at Joe DiMaggio Children's Hospital.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Lien and Security Interest. The Debtor hereby grants to and creates in favor of the Secured Party a security interest and lien in and to the following described property (hereinafter referred to as the "Collateral"):

(a) That real property described in Exhibit "A" hereof.

(b) All inventory and equipment purchased with the Appropriation and owned by the Debtor and used in connection with the renovation of the pediatric intensive care unit to be located at Joe DiMaggio Children's Hospital/Memorial Regional Medical Center.

2. Security for Debtor's Obligations under the Appropriation. The security interest and lien in the Collateral granted to the Secured Party herein shall secure the performance of the Debtor under the Memorandum of Understanding for Grants and Aids referenced herein, shall secure the

Return to: Gary S. Barber, General Counsel  
→ South Broward Hospital District  
1011 North 35th Avenue  
Hollywood, FL 33021



Debtor's obligation to use the Appropriation for the construction of a renovation of the pediatric intensive care unit as outlined in that letter agreement ("Letter Agreement") dated January 15, 1999 to Ron Walsh, and signed by Frank Sacco on behalf of the Debtor and by Eric Handler, M.D., M.P.H. on behalf of the Secured Party, shall secure the Debtor's obligation to operate the anticipated renovated pediatric intensive care unit in the manner described in the Letter Agreement for at least five (5) years from the date it is completed, and shall secure the Debtor's obligation to repay to the Secured Party the entire \$1,500,000 appropriated, plus interest, fees, and expenses should Debtor fail to abide by the conditions of the Appropriation or the obligations stated or referenced herein, which obligations ("Obligations") are hereby restated and made a part of the representations and warranties of this Agreement.

BK29155PG0911

3. Representations and Warranties. The Debtor represents and warrants as follows:

- (a) The Debtor owns good and marketable title to the Collateral;
- (b) The Debtor has the authority to grant the security interest in and lien on the Collateral to the Secured Party in the manner provided herein, the Debtor has taken all necessary actions to deliver and perform under this Agreement, and this Agreement and Obligations constitute Legal, valid, and binding obligations of the Debtor, enforceable in accordance with their terms;
- (c) This Agreement creates a valid lien and security interest in all of the Collateral and secures the performance of the Obligations; and
- (d) The Debtor's grant of a security interest and lien in the Collateral to the Secured Party herein will not violate any other agreement to which the Debtor is a party.

5. Further Assurances.

- (a) The Debtor agrees that from time to time, at its expense, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that the Secured Party may request, in order to perfect and protect the security interest and lien in the Collateral granted or purported to be granted herein or to enable the Secured Party to exercise and enforce its rights and remedies hereunder. Without limiting the generality of the foregoing, the Debtor will execute and file such financing or continuation statements or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may request, and, if appropriate, indicate the security interest and lien created hereby on certificates of title or in official records with respect to any of the Collateral or deliver possession of any necessary documents to the Secured Party, in order to perfect and preserve the security interest and lien granted or purported to be granted hereby.
- (b) The Debtor shall record this Agreement, at Debtor's expense, in the official records of Broward County, Florida, for perfection of a lien on the real property described in Exhibit "A" hereof and to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral.

BK 29155PG0912

6. Actions Affecting the Collateral.

(a) The Debtor shall at its expense:

(i) Cause the Collateral to be maintained and preserved in good condition, repair, and working order, ordinary wear and tear excepted, and shall forthwith make or cause to be made all repairs, replacements, and other improvements to the Collateral in case of any loss or damage to the Collateral. The Debtor shall promptly give notice to the Secured party of any loss or damage to any of its Collateral;

(ii) Defend the title to the Collateral against all persons and against all claims whatsoever;

(iii) Pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against any of the Collateral except to the extent the validity thereof is being contested in good faith;

(v) Permit the Secured Party to inspect and have access to any of the Collateral books, documents, or instruments relating to the Collateral and to furnish to the Secured Party, at its request, any and all information which the Debtor may have with respect to the Collateral.

(b) The Debtor shall not, without the prior written consent of the Secured Party, (i) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, or (ii) create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral, except for encumbrances that existed prior to the Obligations, the assignment and security interest created by this Agreement, and the granting of inferior security interests. The Debtor further agrees not to increase or take any future advances on any encumbrance that existed prior to the date of the Obligations without the prior written consent of the Secured Party. Provided however, the Debtor may issue additional bonds to finance property and improvements to the property of the Debtor which financing may include, without limitation thereto, refunding of any outstanding obligations or issuance of additional obligations which increase the amount of the bonded indebtedness of the Debtor.

7. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve its rights against other parties or any other rights pertaining to any Collateral.

BK 29155Pg0913

8. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any of the following:

(a) The Debtor fails to use the Appropriation to construct a renovated pediatric intensive care unit as outlined in the Letter Agreement;

(b) The Debtor fails to operate the anticipated renovated pediatric intensive care unit in the manner described in the Letter Agreement for at least five (5) years from the date it is completed;

(c) The Debtor fails to abide by the terms or conditions of the Appropriation or any of the Obligations, which Obligations include the terms and conditions of this Agreement;

(d) Any representation or warranty made or furnished to the Secured Party by or on behalf of the Debtor or in connection with this Agreement proves to have been false or misleading when made.

(e) Any of the Collateral deteriorates, is impaired or declines in character or value such that the Secured Party in its reasonable judgment determines that the Collateral does not adequately secure the obligations; or

(f) There shall be any execution or levy on, or any seizure or attachment of, or the institution of any proceeding for foreclosure of any lien against or for any forced sale or forfeiture of all or any part of the Collateral.

9. Consequences of Default. Whenever the Debtor shall be in default under this Agreement pursuant to Paragraph 8 hereof the Secured Party shall have the right to exercise any or all of the following rights:

(a) The Secured Party shall have the right to declare the \$1,500,000 in Appropriation funds received by the Debtor, plus interest at the statutory rate from the time of the Debtor's receipt thereof; and fees and expenses incurred by the Secured Party in the enforcement of this Agreement, to be immediately due and payable without notice or demand on the Debtor, which notice or demand are hereby expressly waived by the Debtor, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

(b) The Secured Party may enforce its security interest in the Collateral to collect the \$1,500,000 plus interest, fees and expenses, through foreclosure proceedings, self-help, or any other manner allowed by law;

(c) Upon the Secured Party's request, the Debtor shall immediately assign and transfer to the Secured Party any portion or all of the Collateral. The form of such assignment shall be in writing as the Secured Party may prescribe;

(d) The Secured Party shall have the right to enter upon any premises where the Collateral is located and take possession of the Collateral or render it unusable, without demand



or notice and without prior judicial hearing or legal proceedings, which the Debtor hereby expressly waives. If the Secured Party shall so require, the Debtor shall assemble any and all Collateral (and books, documents, and other records evidencing or relating to any of the Collateral) as directed by the Secured Party and make them available to the Secured Party at a place or places to be designated by the Secured Party which is reasonably convenient to all parties;

(e) The Secured Party shall have the right and is hereby expressly authorized by the Debtor to sell or make any other reasonable disposition of all or any part of the Collateral that is personal property without the use of any judicial process or proceeding. Such Collateral may be sold by the Secured Party at any public or private sale, without prior notice to the Debtor except as specified below, in any commercially reasonable manner at any time. The Secured Party and the Debtor hereby agree that, to the extent notice of sale shall be required by law, if notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made is mailed, postage prepaid, to the address of the Debtor set forth in this Agreement seven (7) days before the time of sale or disposition, such notice shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of such Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(f) The Secured Party may exercise, in addition to any rights and remedies provided for herein or otherwise available to it as a secured party under applicable statutes and laws, all of the rights and remedies of a secured party upon default under the Uniform Commercial Code of the State (regardless of whether such Code applies to the affected Collateral); and

(g) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral and all payments made in respect of the Collateral and received by the Secured Party may, in the discretion of the Secured Party, be held by the Secured Party as collateral for the \$1,500,000, plus interest, costs and fees, or may be applied (after payment to the Secured Party of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Secured Party in retaking, foreclosing, collecting, selling, or disposing of the Collateral) at any time in whole or in part by the Secured Party against all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such payments held by the Secured Party and remaining after payment in full of all of the Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any obligations remaining unpaid.

10. Expenses. The Debtor agrees to pay upon demand to the Secured Party the amount of any and all reasonable expenses, including the fees and expenses of the Secured Party's counsel and of any experts and agents, which the Secured Party may incur in connection with the administration of this Agreement, the custody or preservation of or the collection from or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of the Secured Party hereunder, or the failure by the Debtor to perform or observe any of the provisions hereof.

BK29155PG0914

11. No Waiver or Amendment. Neither party shall be deemed to have waived any rights hereunder, and no waiver of any rights shall be effective unless such waiver is in writing and signed by the party against whom such waiver shall operate. No delay or omission in exercising any right hereunder shall operate as a waiver thereof or of any other right. A waiver upon any one (1) occasion shall not be construed as a bar or a waiver of any right or remedy on any future occasion. All of the rights and remedies of the Secured Party, whether evidenced hereby or by another agreement, instrument, or document or given by statute or rule of law, shall be cumulative and may be exercised singly or concurrently. This Agreement may not be amended, modified, or discharged in whole or in part orally, but only by an agreement in writing signed by the parties hereto. No course of dealing between any persons shall be deemed effective to amend, modify, or discharge any part of this Agreement.

12. Secured Interests Absolute. All of the rights of the Secured Party hereunder and all of the obligations of the Debtor hereunder shall be absolute and unconditional, regardless of (i) any change in the time, manner, or place of payment or in any other term of any or all of the Obligations, or any other amendment or waiver of or consent to any departure from the terms or conditions of the Obligations, (ii) any exchange, release, or non-perfection of any other collateral or security provided for the Obligations, or (iii) any release or amendment or waiver of or consent to departure from any guaranty provided for any or all of the Obligations. The execution and delivery of this Agreement shall not impair or affect any other security for or guaranty of payment of the Obligations, and any security or guaranty provided to the Secured Party now or in the future for payment of the Obligations shall not impair or affect this Agreement or the security provided herein.

13. Notices. All notices to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) transmitted by postage prepaid, registered or certified mail, to the parties as follows:

If to the Secured Party:

James R. Wheeler, Chief  
Bureau of General Services  
Department of Health  
2020 Capital Circle SE, Bin # B06  
Tallahassee, Florida 32399-1734

If to the Debtor:

Frank Sacco, CEO  
Memorial Healthcare System  
3501 Johnson Street  
Hollywood, Florida

BK 2915SPG0915

Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally or (ii) the date five (5) days after posting if transmitted by mail, whichever shall first occur. Either party may change its address for purposes hereof by notice to the other.

14. Liability to Third Persons. The Secured Party shall, in no event, be liable to the Debtor or any third person for damages of any kind, including but not limited to direct, indirect, special, or consequential damages resulting from the existence, use, or operation of the Collateral hereunder.

15. Benefits. All provisions of this Agreement shall inure to the benefit of the successors and assigns of the Secured Party and shall bind the Debtor's successors and assigns.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Unless otherwise defined herein, terms used in the Uniform Commercial Code in the State of Florida are used herein as therein defined.

17. Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

18. Term. The term of this Agreement shall be from the date hereof until complete performance of all of the Obligations, which shall be no less than five (5) years from the date of the completion of the renovated pediatric intensive care unit referenced in the Letter Agreement.

BK29155Pc0916

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement effective as of the date first above written.

BR 29155PG0917

Signed and delivered  
In the presence of:

*[Signature]*  
GARY S. BARBER

*[Signature]*  
Stephanie B. Chen

Two witnesses (print or type  
names below their signatures)

STATE OF FLORIDA  
COUNTY OF Broward

South Broward Hospital District d/b/a  
Memorial Healthcare System

("Debtor")

By: *[Signature]*

As its: Chief Executive Officer

**APPROVED AS TO FORM AND CONTENT**

*[Signature]*  
Gary S. Barber, General Counsel

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of JANUARY, 1999,  
by FRANK V. SACCO, CEO of, SOUTH BROWARD HOSPITAL DISTRICT, HOULMEAD, Florida, on  
behalf of the District. He/~~she~~ is personally known to me or ~~has~~ produced  
as identification.

(Seal)

*[Signature]*  
Notary Public  
My Commission Expires: JULY 25, 1999



VICTORIA A THOMAS  
My Commission OC472815  
Expires Jul. 25, 1999  
Bonded by HAI  
800-422-1665

STATE OF FLORIDA  
DEPARTMENT OF HEALTH

Signed and delivered  
In the presence of:

Clairia Kever  
ELAINA KEVER

Krisie Patterson  
Krisie Patterson

By: Jm Wheeler  
James R. Wheeler  
Chief, Bureau of General Services

BK 29155PG0918

Two witnesses (print or type  
names below their signatures)

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 13th day of  
January, 1999 by \_\_\_\_\_ of the State of Florida, Department of Health,  
on behalf of the department. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

Fran P. Hunter Fran P. Hunter

(Seal)

Notary Public  
My Commission Expires:



**EXHIBIT "A"**

That portion of the improvements to the following described real property used for the pediatric intensive care unit of Joe DiMaggio Children's Hospital/Memorial Regional Medical Center:

Lots 1 to 24 inclusive, Block 46,  
Lots 1 to 24 inclusive, Block 47,  
Lots 1 to 24 inclusive, Block 48,  
Lots 13 to 24 inclusive, Block  
82, Lots 13 to 24 inclusive,  
Block 83, Lots 13 to 24 inclu-  
sive, Block 84, and all platted  
streets, avenues and alleys lying  
within the area bounded as fol-  
lows, namely,

Begin at the Southeast corner of  
Block 48, as a point of beginning,  
thence run in a Westerly direction  
to the Southwest corner of Lot 13,  
Block 82, thence, run in a Nor-  
therly direction to the Northwest  
corner of Lot 24, Block 84, thence,  
run in an Easterly direction to  
the Northeast corner of Block 46,  
thence, run in a Southerly direc-  
tion to the point of beginning,

all as shown on the plat of  
HOLLYWOOD  
HILLS Plat Book 6, page 22. Public  
Records of Broward County, Florida,  
said lands situate, lying and being  
in Broward County, Florida and con-  
taining 20.38 acres, more at less.

BK 29155 PG 0919

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

**DOCUMENT COVER PAGE**



**INSTR # 100805350**  
**OR BK 31237 PG 0927**  
RECORDED 02/01/2001 02:48 PM  
COMMISSION  
BROWARD COUNTY  
DOC STMP-M 3,500.00  
INT TAX 2,000.00  
DEPUTY CLERK 1067

(Space above this line reserved for recording office use.)

**Document Title:**

LIEN AND SECURITY AGREEMENT

( Warranty Deed, Mortgage, Affidavit, etc. )

**Executed By:**

SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM

FRANK V. SACCO, Chief Executive Officer

**To:**

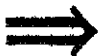
STATE OF FLORIDA, DEPARTMENT OF HEALTH

JAMES R. WHEELER, Chief, Bureau of General Services

**Brief Legal Description:**

(if applicable)

Lots 1 to 24 inclusive Block 46, etc., and being that portion  
of the improvements to the real property as shown on the plat of  
HOLLYWOOD HILLS, Plat Book 6, Page 22, Public Records of  
Broward County, Florida and containing 20.38 acres more or less



**Return Recorded Document to:**

FRED J. WARD, P.A.

499 E. Sheridan Street, #203

Dania Beach, Florida 33004

954-920-9882

THIS INSTRUMENT WAS PREPARED BY:

Thomas A. McSwain, Esq.  
204 South Monroe Street  
Tallahassee, FL 32301

OR BK 31237 PG 0928

RETURN TO:

FRED J. WARD, P.A.  
499 E. Sherian St. #203  
Dania Beach, FL 33004

## LIEN AND SECURITY AGREEMENT

**THIS LIEN AND SECURITY AGREEMENT** ("Agreement") is entered into this 9th day of January, 2001, by and between South Broward Hospital District, d/b/a Memorial Healthcare System ("Debtor"), a special district created and existing under the laws of the State of Florida, whose address is 3501 Johnson Street, Hollywood, Florida 33021 and the State of Florida, Department of Health ("Secured Party"), whose headquarters are located at 4052 Bald Cypress Way, Bin # B06, Tallahassee, Florida 32399-1734.

### RECITALS

A. The Debtor and Secured Party have contemporaneously herewith entered into a Memorandum of Understanding for Grant and Aids under which the Debtor shall receive from the Secured Party the sum of One Million Dollars (\$1,000,000) appropriated by the Florida State Legislature in Item 513B of the Appropriations Act Chapter 99-228, Laws of Florida.

B. The Appropriation is specifically conditioned upon the Debtor using the funds appropriated for expansion of the neonatal intensive care unit at Joe DiMaggio Children's Hospital and further requires the Debtor to grant the Secured Party a security interest in the property where the improvements are to be made for a period of at least five (5) years from the date of completion of the construction in order to assure that the funds are utilized as intended.

C. As a condition to its receipt of the Appropriation from the Secured Party, the Debtor has agreed to grant a security interest in all of its property described herein to the Secured Party for a period of five (5) years from completion of the intended renovation and expansion of the neonatal intensive care unit at Joe DiMaggio Children's Hospital.

**NOW, THEREFORE**, the parties hereto covenant and agree as follows:

1. Lien and Security Interest. The Debtor hereby grants to and creates in favor of the Secured Party a security interest and lien in and to the following described property (hereinafter referred to as the "Collateral"):

(a) That real property described in Exhibit "A" hereof.

(b) All inventory and equipment purchased with the Appropriation and owned by the Debtor and used in connection with the expansion of the neonatal intensive care unit to be located at Joe DiMaggio Children's Hospital/Memorial Regional Medical Center.

2. Security for Debtor's Obligations under the Appropriation. The security interest and lien in the Collateral granted to the Secured Party herein shall secure the performance of the Debtor under the Memorandum of Understanding for Grants and Aids referenced herein, shall secure the Debtor's obligation to use the Appropriation for the construction of the renovation and expansion of the neonatal intensive care unit as outlined in that letter agreement ("Letter Agreement") dated September 18<sup>th</sup>, 2000 signed by Frank V. Sacco on behalf of the Debtor and by Phyllis J. Sloyer,



on behalf of the Secured Party, shall secure the Debtor's obligation to operate the anticipated renovated and expanded neonatal intensive care unit in the manner described in the Letter Agreement for at least five (5) years from the date it is completed, and shall secure the Debtor's obligation to repay to the Secured Party the entire \$1,000,000 appropriated, plus interest, fees, and expenses should Debtor fail to abide by the conditions of the Appropriation or the obligations stated or referenced herein, which obligations ("Obligations") are hereby restated and made a part of the representations and warranties of this Agreement.

3. Representations and Warranties. The Debtor represents and warrants as follows:

(a) The Debtor owns good and marketable title to the Collateral;

(b) The Debtor has the authority to grant the security interest in and lien on the Collateral to the Secured Party in the manner provided herein, the Debtor has taken all necessary actions to deliver and perform under this Agreement, and this Agreement and Obligations constitute Legal, valid, and binding obligations of the Debtor, enforceable in accordance with their terms;

(c) This Agreement creates a valid lien and security interest in all of the Collateral and secures the performance of the Obligations; and

(d) The Debtor's grant of a security interest and lien in the Collateral to the Secured Party herein will not violate any other agreement to which the Debtor is a party.

5. Further Assurances.

(a) The Debtor agrees that from time to time, at its expense, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that the Secured Party may request, in order to perfect and protect the security interest and lien in the Collateral granted or purported to be granted herein or to enable the Secured Party to exercise and enforce its rights and remedies hereunder. Without limiting the generality of the foregoing, the Debtor will execute and file such financing or continuation statements or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may request, and, if appropriate, indicate the security interest and lien created hereby on certificates of title or in official records with respect to any of the Collateral or deliver possession of any necessary documents to the Secured Party, in order to perfect and preserve the security interest and lien granted or purported to be granted hereby.

(b) The Debtor shall record this Agreement, at Debtor's expense, in the official records of Broward County, Florida, for perfection of a lien on the real property described in Exhibit "A" hereof and to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral.

6. Actions Affecting the Collateral.

(a) The Debtor shall at its expense:

(i) Cause the Collateral to be maintained and preserved in good condition, repair, and working order, ordinary wear and tear excepted, and shall forthwith make or cause to be made all repairs, replacements, and other improvements to the Collateral in case of any loss or damage to the Collateral. The Debtor shall promptly give notice to the Secured party of any loss or damage to any of its Collateral;

(ii) Defend the title to the Collateral against all persons and against all claims whatsoever;

(iii) Pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against any of the Collateral except to the extent the validity thereof is being contested in good faith;

(v) Permit the Secured Party to inspect and have access to any of the Collateral books, documents, or instruments relating to the Collateral and to furnish to the Secured Party, at its request, any and all information which the Debtor may have with respect to the Collateral.

(b) The Debtor shall not, without the prior written consent of the Secured Party, (i) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, or (ii) create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral, except for encumbrances that existed prior to the Obligations, the assignment and security interest created by this Agreement, and the granting of inferior security interests. The Debtor further agrees not to increase or take any future advances on any encumbrance that existed prior to the date of the Obligations without the prior written consent of the Secured Party. Provided however, the Debtor may issue additional bonds to finance property and improvements to the property of the Debtor which financing may include, without limitation thereto, refunding of any outstanding obligations or issuance of additional obligations which increase the amount of the bonded indebtedness of the Debtor.

7. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve its rights against other parties or any other rights pertaining to any Collateral.

8. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any of the following:

(a) The Debtor fails to use the Appropriation for renovation and expansion of the neonatal intensive care unit as outlined in the Letter Agreement;

(b) The Debtor fails to operate the anticipated renovated and expanded neonatal intensive care unit in the manner described in the Letter Agreement for at least five (5) years from the date it is completed;

(c) The Debtor fails to abide by the terms or conditions of the Appropriation or any of the Obligations, which Obligations include the terms and conditions of this Agreement;

(d) Any representation or warranty made or furnished to the Secured Party by or on behalf of the Debtor or in connection with this Agreement proves to have been false or misleading when made.

(e) Any of the Collateral deteriorates, is impaired or declines in character or value such that the Secured Party in its reasonable judgment determines that the Collateral does not adequately secure the obligations; or

(f) There shall be any execution or levy on, or any seizure or attachment of, or the institution of any proceeding for foreclosure of any lien against or for any forced sale or forfeiture of all or any part of the Collateral.

9. Consequences of Default. Whenever the Debtor shall be in default under this Agreement pursuant to Paragraph 8 hereof the Secured Party shall have the right to exercise any or all of the following rights:

(a) The Secured Party shall have the right to declare the \$1,000,000 in Appropriation funds received by the Debtor, plus interest at the statutory rate from the time of the Debtor's receipt thereof; and fees and expenses incurred by the Secured Party in the enforcement of this Agreement, to be immediately due and payable without notice or demand on the Debtor, which notice or demand are hereby expressly waived by the Debtor, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

(b) The Secured Party may enforce its security interest in the Collateral to collect the \$1,000,000 plus interest, fees and expenses, through foreclosure proceedings, self-help, or any other manner allowed by law;

(c) Upon the Secured Party's request, the Debtor shall immediately assign and transfer to the Secured Party any portion or all of the Collateral. The form of such assignment shall be in writing as the Secured Party may prescribe;

(d) The Secured Party shall have the right to enter upon any premises where the Collateral is located and take possession of the Collateral or render it unusable, without demand

or notice and without prior judicial hearing or legal proceedings, which the Debtor hereby expressly waives. If the Secured Party shall so require, the Debtor shall assemble any and all Collateral (and books, documents, and other records evidencing or relating to any of the Collateral) as directed by the Secured Party and make them available to the Secured Party at a place or places to be designated by the Secured Party which is reasonably convenient to all parties;

(e) The Secured Party shall have the right and is hereby expressly authorized by the Debtor to sell or make any other reasonable disposition of all or any part of the Collateral that is personal property without the use of any judicial process or proceeding. Such Collateral may be sold by the Secured Party at any public or private sale, without prior notice to the Debtor except as specified below, in any commercially reasonable manner at any time. The Secured Party and the Debtor hereby agree that, to the extent notice of sale shall be required by law, if notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made is mailed, postage prepaid, to the address of the Debtor set forth in this Agreement seven (7) days before the time of sale or disposition, such notice shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of such Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(f) The Secured Party may exercise, in addition to any rights and remedies provided for herein or otherwise available to it as a secured party under applicable statutes and laws, all of the rights and remedies of a secured party upon default under the Uniform Commercial Code of the State (regardless of whether such Code applies to the affected Collateral); and

(g) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral and all payments made in respect of the Collateral and received by the Secured Party may, in the discretion of the Secured Party, be held by the Secured Party as collateral for the \$1,000,000, plus interest, costs and fees, or may be applied (after payment to the Secured Party of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Secured Party in retaking, foreclosing, collecting, selling, or disposing of the Collateral) at any time in whole or in part by the Secured Party against all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such payments held by the Secured Party and remaining after payment in full of all of the Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any obligations remaining unpaid.

10. Expenses. The Debtor agrees to pay upon demand to the Secured Party the amount of any and all reasonable expenses, including the fees and expenses of the Secured Party's counsel and of any experts and agents, which the Secured Party may incur in connection with the administration of this Agreement, the custody or preservation of or the collection from or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of the Secured Party hereunder, or the failure by the Debtor to perform or observe any of the provisions hereof.

11. No Waiver or Amendment. Neither party shall be deemed to have waived any rights hereunder, and no waiver of any rights shall be effective unless such waiver is in writing and signed by the party against whom such waiver shall operate. No delay or omission in exercising any right hereunder shall operate as a waiver thereof or of any other right. A waiver upon any one (1) occasion shall not be construed as a bar or a waiver of any right or remedy on any future occasion. All of the rights and remedies of the Secured Party, whether evidenced hereby or by another agreement, instrument, or document or given by statute or rule of law, shall be cumulative and may be exercised singly or concurrently. This Agreement may not be amended, modified, or discharged in whole or in part orally, but only by an agreement in writing signed by the parties hereto. No course of dealing between any persons shall be deemed effective to amend, modify, or discharge any part of this Agreement.

12. Secured Interests Absolute. All of the rights of the Secured Party hereunder and all of the obligations of the Debtor hereunder shall be absolute and unconditional, regardless of (i) any change in the time, manner, or place of payment or in any other term of any or all of the Obligations, or any other amendment or waiver of or consent to any departure from the terms or conditions of the Obligations, (ii) any exchange, release, or non-perfection of any other collateral or security provided for the Obligations, or (iii) any release or amendment or waiver of or consent to departure from any guaranty provided for any or all of the Obligations. The execution and delivery of this Agreement shall not impair or affect any other security for or guaranty of payment of the Obligations, and any security or guaranty provided to the Secured Party now or in the future for payment of the Obligations shall not impair or affect this Agreement or the security provided herein.

13. Notices. All notices to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) transmitted by postage prepaid, registered or certified mail, to the parties as follows:

If to the Secured Party:

James R. Wheeler, Chief  
Bureau of General Services  
Department of Health  
4052 Bald Cypress Way, Bin # B06  
Tallahassee, Florida 32399-1734

If to the Debtor:

Frank Sacco, CEO  
Memorial Healthcare System  
3501 Johnson Street  
Hollywood, Florida

Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally or (ii) the date five (5) days after posting if transmitted by mail, whichever shall first occur. Either party may change its address for purposes hereof by notice to the other.

14. Liability to Third Persons. The Secured Party shall, in no event, be liable to the Debtor or any third person for damages of any kind, including but not limited to direct, indirect, special, or consequential damages resulting from the existence, use, or operation of the Collateral hereunder.

15. Benefits. All provisions of this Agreement shall inure to the benefit of the successors and assigns of the Secured Party and shall bind the Debtor's successors and assigns.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Unless otherwise defined herein, terms used in the Uniform Commercial Code in the State of Florida are used herein as therein defined.

17. Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

18. Term. The term of this Agreement shall be from the date hereof until complete performance of all of the Obligations, which shall be no less than five (5) years from the date of the completion of the renovated and expanded neonatal intensive care unit referenced in the Letter Agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement effective as of the date first above written.

South Broward Hospital District d/b/a  
Memorial Healthcare System

Signed and delivered  
In the presence of:

(“Debtor”)

Eileen Tucker  
AMELIA L. HAMEDL  
AMELIA L. HAMEDL

By: Frank V. Sacco

As its: Chief Executive Officer

Two witnesses (print or type  
names below their signatures)

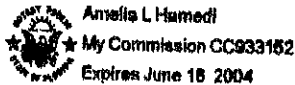
**APPROVED AS TO FORM**

Gary S. Barber  
**Gary S. Barber, General Counsel**

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2001  
by Frank V. Sacco of Broward County Florida, on  
behalf of the District. He/she is personally known to me ~~or has produced~~  
~~as identification.~~

(Seal)



Amelia L. Hamedl  
Notary Public  
My Commission Expires:

Signed and delivered  
In the presence of:

STATE OF FLORIDA  
DEPARTMENT OF HEALTH

Elaina Kever  
ELAINA KEVER  
Kristine Patterson  
Kristine Patterson

By: James R. Wheeler  
James R. Wheeler  
Chief, Bureau of General Services

Two witnesses (print or type  
names below their signatures)

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 11th day of January 2000 by JAMES R. WHEELER of the State of Florida, Department of Health, on behalf of the department. He/she is personally known to me or has produced as identification.

(Seal)

Fran P. Hunter  
Fran P. Hunter

Notary Public  
My Commission Expires:



Fran P. Hunter  
MY COMMISSION # CC800276 EXPIRES  
April 17, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.



**EXHIBIT "A"**

That portion of the improvements to the following described real property used for the pediatric intensive care unit of Joe DiMaggio Children's Hospital/Memorial Regional Medical Center:

Lots 1 to 24 inclusive, Block 46,  
Lots 1 to 24 inclusive, Block 47,  
Lots 1 to 24 inclusive, Block 48,  
Lots 13 to 24 inclusive, Block  
82, Lots 13 to 24 inclusive,  
Block 83, Lots 13 to 24 inclu-  
sive, Block 84, and all platted  
streets, avenues and alleys lying  
within the area bounded as fol-  
lows, namely,

Begin at the Southeast corner of  
Block 48, as a point of beginning,  
thence run in a Westerly direction  
to the Southwest corner of Lot 13,  
Block 82, thence, run in a Nor-  
therly direction to the Northwest  
corner of Lot 24, Block 84, thence,  
run in an Easterly direction to  
the Northeast corner of Block 46,  
thence, run in a Southerly direc-  
tion to the point of beginning,

all as shown on the plat of  
HOLLYWOOD  
HILLS Plat Book 6, page 22. Public  
Records of Broward County, Florida,  
said lands situate, lying and being  
in Broward County, Florida and con-  
taining 20.38 acres, more or less.

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 03-P-25

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD APPROVING WITH CONDITIONS THE REQUESTS FOR SITE PLAN APPROVAL FOR TEMPORARY MRI TRAILERS LOCATED AT 3501 JOHNSON STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant site plan approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations; and

WHEREAS, South Broward Hospital District, (the "Applicant"), in File Number 03-P-25, applied for site plan approval for temporary MRI trailers to be located at 3501 Johnson Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the final site plan submitted by the Applicant was reviewed by the Technical Advisory Committee ("TAC") and on May 27, 2003, the TAC found the site plan to be substantially compliant with all regulations as set forth in Chapter 162 of the Code of Hollywood and the TAC recommends approval of the site plan; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on June 12, 2003; and

Return to: 1

Ariel Cintron  
City of Hollywood  
Engineering Division  
2600 Hollywood Boulevard  
Hollywood-FL 33020

④

WHEREAS, the Board reviewed the application for the approval of the placement of temporary MRI trailers as indicated on the site plan provided by the Applicant, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1. As to the site plan approval, the Board finds that the site plan for the placement of temporary MRI trailers, as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans; subject to the following conditions:

(a) This approval is only for a period of five (5) years from the date of issuance of a certificate of occupancy, with no reapplication at the present site; and

(b) Signage on the MRI trailers is subject to the requirements of the City Code relating to signs; and

(c) The Applicant shall maintain the existing ficus hedge facing 35<sup>th</sup> Avenue at a height of six (6) feet in order to shield the MRI trailers from view for the duration of their use at the site;

(d) The color of the MRI trailers shall be compatible with the area and shall be a color approved by City Staff.


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


Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the TAC recommendations, site plan approval is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board.

Section 4: That the Office of Planning is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made.

PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF JUNE, 2003.

RENDERED THIS 26<sup>th</sup> DAY OF JUNE, 2003.

  
PETER HERNANDEZ  
CHAIRMAN

  
SCOTT ROBERTS  
SECRETARY

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

  
ELENA R. MINICUCCI  
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 03-P-25

LEGAL DESCRIPTION

LAND DESCRIPTION:

ALL OF BLOCKS 46, 47 AND 48; TOGETHER WITH THE EAST ONE-HALF (E. 1/2) OF LOT 13 AND THE EAST ONE-HALF (E. 1/2) OF 24 AND ALL OF LOTS 14 THROUGH 23 INCLUSIVE, BLOCK 82; TOGETHER WITH THE EAST ONE-HALF (E. 1/2) OF LOT 13 AND THE EAST ONE-HALF (E. 1/2) OF LOT 24 AND ALL OF LOTS 14 THROUGH 23 INCLUSIVE, BLOCK 83; TOGETHER WITH THE EAST ONE-HALF (E. 1/2) OF LOT 13 AND THE EAST ONE-HALF (E. 1/2) OF LOT 24 AND ALL OF LOTS 14 THROUGH 23 INCLUSIVE, BLOCK 84; TOGETHER WITH LOTS 13 THROUGH 18 INCLUSIVE, BLOCK 85, OF "HOLLYWOOD HILLS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THOSE STREETS AND ALLEYS VACATED BY BROWARD COUNTY DEED NO. 764, PAGE 208 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 906,717 SQUARE FEET, 20.8184 ACRES, MORE OR LESS.

Exhibit "A"

Easement Agreement

This Easement Agreement entered into and effective this 12 day of JANUARY, 2005 is granted by Allen Family Limited Partnership, a Florida limited partnership, Joseph J. Angella, Butler Children Partnership, a Florida general partnership, and Paul Winick, whose address is 1051 North 35<sup>th</sup> Avenue, Hollywood, FL 33021 (hereinafter jointly referred to as "Grantor") to South Broward Hospital District, a special tax district under the Laws of the State of Florida, whose address is 3501 Johnson Street, FL 33021 (hereinafter referred to as "Grantee").

WHEREAS, Grantor owns certain property with the following address: 1051 North 35<sup>th</sup> Avenue, Hollywood, FL 33021 with a legal description of Hollywood Hills 6-22 B Lots 33 thru 37 Blk 16 (hereinafter referred to as "Grantor's Property");

WHEREAS, Grantee owns certain property with the following address: 3435 Hayes Street, Hollywood, FL 33021 (hereinafter referred to as "Grantee's Property"); and

WHEREAS Grantee is in need to hook its property up to the sewer line on Grantor's Property, and Grantor has agreed to allow Grantee to enter Grantor's Property and hook up to such sewer line.

WITNESSETH:

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other valuable consideration, the parties hereby agree as follows:

- (1) Grantor grants unto Grantee a perpetual and non-exclusive easement to run with the land to enter onto Grantor's Property and hook up to the sewer line on Grantor's Property in accordance with the executed Proposal and Amendment thereto with City Sewer Cleaners, Inc. and the Drawings and Specifications (attached hereto and incorporated herein as "Exhibit A");
- (2) Grantee, and its agents, shall have the right to enter and depart under, over, across and upon the portion(s) of the Grantor's Property as is reasonably necessary for the use, operation and installation of said hook up to the sewer line on Grantor's Property;
- (3) City Sewer Cleaners, Inc. shall be responsible for repairing any of the damages to Grantor's Property that may result from City Sewer Cleaners, Inc.'s actions and restore such property per the attached Exhibit A;
- (4) As compensation for the right to hook up to the sewer system on Grantor's Property, upon the execution of this Agreement, Grantee shall pay Grantor Five Thousand Dollars (\$5,000.00);
- (5) The parties hereto warrant good and marketable title for the above-described parcels of land and that they have full power and authority to enter into this agreement as to the subject lands and to grant the subject easement;
- (6) Grantee shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify Grantor, for, and defend it against, tort liabilities sought to be imposed upon Grantor solely as a result of the actual or alleged liability for the acts or omissions of Grantee, or its employees or agents acting within the scope of their duties for Grantee. The duty to defend may be satisfied by providing a defense in kind, or, at Grantee's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or

(4)

satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Grantee in excess of the amount of Grantee's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in this Agreement shall be deemed to waive or otherwise operate to increase Grantee's limitations of liability, or waive any immunity under applicable law.

(7) This Agreement shall be governed by the laws of the state of Florida with venue in Broward County;

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year first above written.

Grantor:

Mary Allen  
Mary Allen, Partner  
Allen Family Limited Partnership

J. Angella, M.D.  
Joseph J. Angella, M.D.

Kristin Bulter Castille  
Kristin Bulter Castille, General Partner  
Butler Children Partnership

Paul Winick  
Paul Winick, M.D.

Grantee:

Frank V. Sacco  
South Broward Hospital District  
Frank V. Sacco, Chief Executive Officer

Stephanie B. Lyons  
Approved for Legal Form  
Stephanie B. Lyons, Assistant General Counsel  
South Broward Hospital District

Witnesses:

1) J. Angella, M.D.  
Print Name: J. J. ANGELLA

2) Diane Angella  
Print Name: DIANE ANGELLA

1) Karen L. Felix  
Print Name: KAREN L. FELIX

2) Diane Angella  
Print Name: DIANE ANGELLA

1) J. Angella, M.D.  
Print Name: J. J. ANGELLA

2) Diane Angella  
Print Name: DIANE ANGELLA

1) J. Angella, M.D.  
Print Name: J. J. ANGELLA

2) Diane Angella  
Print Name: DIANE ANGELLA

Witnesses:

1) Luzmila Solano  
Print Name: Luzmila Solano

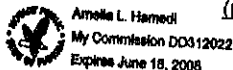
2) Amelia L. Hamed  
Print Name: AMELIA L. HAMED

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of January, 2005, by Frank V. Sacco, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Amelia L. Hamel  
NOTARY PUBLIC  
(print name) Amelia L. Hamel

My Commission Expires:

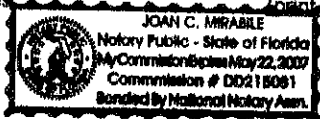


STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 12 day of January, 2005, by Mary Allen, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Joan Mirabile  
NOTARY PUBLIC  
(print name) JOAN MIRABILE

My Commission Expires:

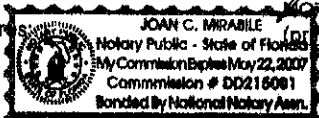


STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 12 day of January, 2005, by Joseph J. Angella, M.D., who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Joan Mirabile  
NOTARY PUBLIC  
(print name) JOAN MIRABILE

My Commission Expires:

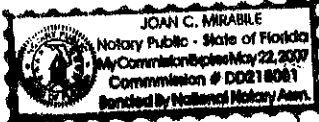


STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 12 day of January, 2005, by Kristin Butler Castille, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Joan Mirabile  
NOTARY PUBLIC  
(print name) JOAN MIRABILE

My Commission Expires:



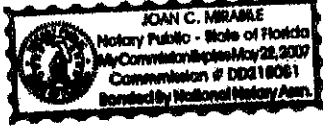


STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 12 day of January, 2005, by Paul Winick, M.D., who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Joan Mirabile  
NOTARY PUBLIC  
(print name) JOAN MIRABILE

My Commission Expires:



7

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 05-DP-82

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD RECOMMENDING DESIGN REVIEW APPROVAL FOR THE CONSTRUCTION OF A CENTRAL ENERGY PLANT AND FAÇADE RENOVATION AND RECOMMENDING SITE PLAN APPROVAL FOR A CENTRAL ENERGY PLANT LOCATED AT 3501 JOHNSON STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant design review and site plan approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and pursuant to Chapter 162, Hollywood Municipal Code of Ordinances; and

WHEREAS, the South Broward Hospital District (the "Applicant"), in File Number 05-DP-82, applied for design review and site plan approval for the construction of a central energy plant and façade renovation to Memorial Regional Hospital located at 3501 Johnson Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for design review and site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on July 13, 2006; and

WHEREAS, the Board reviewed the application for design review and site plan approval for the construction of a central energy plant and façade renovation of the Memorial Regional Hospital Building, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the design review and site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1

Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Blvd, Room 315  
Hollywood, FL 33020

6

1. As to the design review approval for the façade renovation, the Board makes the following findings based on the criteria set forth in Section 5.3 I. 6. of the Zoning and Land Development Regulations and recommends approval to the City Commission:

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.
- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.
- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.
- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.

- j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.
- k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

2. As to the design review approval for the central energy plant, the Board makes the following findings based on the criteria set forth in Section 5.3 I. 6. of the Zoning and Land Development Regulations and recommends approval to the City Commission:

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.
- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.
- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.

- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.
- j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.
- k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

3. As to the site plan approval for the central energy plant, the Board finds that the site plan for the construction of a new central energy plant, as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans, and recommends approval to the City Commission.

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the Board recommends design review approval for the façade renovation based on the plans submitted by the Applicant and reviewed by the Board.

Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the Board recommends design review approval for the central energy plant based on the plans submitted by the Applicant and reviewed by the Board.

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 05-DP-82)


Section 3: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, the Board recommends site plan approval for the central energy plant based upon the site plan submitted by the Applicant and reviewed by the Board.

Section 4: That the Office of Planning is hereby directed to forward a copy of this resolution to the Applicant and the owner of the property with respect to which the request was made.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2006.

RENDERED THIS 4<sup>th</sup> DAY OF August, 2006.

  
PETER HERMANDEZ,  
CHAIR

  
ROBERT ISHMAN,  
SECRETARY

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

  
DENISE MANOS,  
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 05-DP-82)

LEGAL DESCRIPTION

All of Blocks 46, 47 and 48, together with the East One-Half (E 1/2) of Lot 13, and the East One-Half (E 1/2) of 24 and all of Lots 14 through 23 inclusive, Block 82, together with the East One-Half (E 1/2) of Lot 13 and the East One-Half (E 1/2) of Lot 24, and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half (E 1/2) of Lot 13 and the East One-Half (E 1/2) of Lot 24 and all of Lots 14 through 23 inclusive. Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS", according to the Plat thereof, recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 7654, Page 208, of the Public Records of Broward /County, Florida.

Said land lying in the City of Hollywood, Broward County, Florida, containing 906,717 square feet (20.8154 Acres), more or less.

Exhibit "A"

3

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 06-P-91

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD AMENDING DRB RESOLUTION 03-P-25 AS IT RELATES TO SITE PLAN APPROVAL TO INCLUDE THE PLACEMENT OF AN ADDITIONAL MRI TRAILER AND FURTHER EXTENDING THE TIME FOR THE DURATION OF THE EXISTING TRAILERS LOCATED AT 3501 JOHNSON STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant site plan approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations; and

WHEREAS, South Broward Hospital District, (the "Applicant"), in File Number 03-P-25, applied for and was conditionally granted site plan approval for two temporary MRI trailers; and

WHEREAS, the Applicant, in File Number 06-P-91, sought to amend DRB Resolution 03-P-25 as it relates to the previously approved site plan to include one additional temporary MRI trailer and extend the timeframe for the existing trailers for the property located at 3501 Johnson Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on January 18, 2007; and

1 Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Blvd, Room 315  
Hollywood, FL 33020

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WHEREAS, the Board reviewed the application for the approval of the placement of an additional temporary MRI trailers as indicated on the site plan provided by the Applicant, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1. As to the site plan approval, the Board finds that the site plan for the placement of an additional temporary MRI trailer, as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plan subject to conditions.

2. As to the extension of time for the two existing trailers, the Board in an effort to keep all expirations consistent, allowed all three trailers to be permitted for five years from the date of issuance of a Certificate of Occupancy (C/O) for the third trailer, which will expire in 2012.

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, approval of the attached site plan amendment is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board and that said site plan shall specifically replace the site plan previously approved by the DRB Resolution 03-P-25 with the following conditions:


- i) Signage on the MRI trailer is subject to the requirements of the Zoning and Land Development Regulations.
- ii) The existing and new ficus hedge facing 35<sup>th</sup> Avenue shall be maintained at a minimum height of eight feet for the duration of the MRI trailers.
- iii) All new hedge material shall be installed at a minimum of four feet with branches touching (full) at time of planting and must be installed prior to the issuance of a Certificate of Occupancy (C/O).
- iv) The new trailer shall be painted a compatible (consistent with the City's approved Color Chart) color to the existing trailers and/or hospital and shall be approved by the Office of Planning.
- v) The two existing MRI trailers and one new MRI trailer may remain for a period of five years from the date of issuance of the Certificate of Occupancy (C/O) for the new (third) trailer.


(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 06-P-91)

Section 2: That the Office of Planning is hereby directed to forward a copy of this Resolution to the applicant and the owner of the property with respect to which the request was made.

PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF JANUARY, 2007.

RENDERED THIS 13<sup>th</sup> DAY OF February, 2007.

  
PETER HERNANDEZ  
CHAIRMAN

  
ROBERT ISHMAN  
SECRETARY

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

  
DENISE MANOS  
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 06-P-91)

LEGAL DESCRIPTION

All of Blocks 46, 47 and 48; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of 24, and all of Lots 14 through 23 inclusive, Block 82; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of Lot 24, and all of Lots 14 through 23 inclusive, Block 83; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of Lot 24, and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS", according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida; together with those streets and alleys vacated by Broward County Deed No. 754, Page 206, of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida, containing 906.717 square feet, 20.8154 acres, more or less.

Exhibit "A"

2

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 06-DP-109

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD RECOMMENDING DESIGN REVIEW AND SITE PLAN APPROVAL TO THE CITY COMMISSION FOR THE ADDITION OF A NEONATAL INTENSIVE CARE UNIT (NICU) LOCATED AT 3501 JOHNSON STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant design review and site plan approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and pursuant to Chapter 162, Hollywood Municipal Code of Ordinances; and

WHEREAS, the South Broward Hospital District (the "Applicant"), in File Number 06-DP-109, applied for design review and site plan approval for the construction of a Neonatal Intensive Care Unit (NICU) located at 3501 Johnson Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for design review and site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on June 14, 2007; and

WHEREAS, the Board reviewed the application for design review and site plan approval for the construction of a Neonatal Intensive Care Unit (NICU), reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the design review and site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1 Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Blvd, Room 315  
Hollywood, FL 33020

5

1. As to the design review approval, the Board makes the following findings based on the criteria set forth in Section 5.3 I. 6. of the Zoning and Land Development Regulations:

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.
- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.
- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.
- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.

- j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.
- k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

2. As to the site plan approval, the Board finds that the site plan for the construction of a Neonatal Intensive Care Unit (NICU) submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans.

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the design review approval is hereby recommended based on the plans submitted by the Applicant and reviewed by the Board.

Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, site plan approval is hereby recommended based upon the site plan submitted by the Applicant and reviewed by the Board.


Section 3: That the Office of Planning is hereby directed to forward a copy of this Resolution to the applicant and the owner of the property with respect to which the request was made.

(This space intentionally left blank.)

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 06-DP-109)

PASSED AND ADOPTED THIS 14th DAY OF JUNE, 2007.

RENDERED THIS 26<sup>th</sup> DAY OF June, 2007.



Handwritten signature of Scott Roberts, Vice Chair, consisting of a stylized 'S' and 'R' followed by 'VC'.

SCOTT ROBERTS, VICE CHAIR

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



Handwritten signature of Denise Manos, Board Attorney, in cursive script.

DENISE MANOS  
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 06-DP-109)

LEGAL DESCRIPTION

All of Blocks 46, 47 and 48; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of 24, and all of Lots 14 through 23 inclusive, Block 82; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of Lot 24, and all of Lots 14 through 23 inclusive, Block 83; together with the East one-half (E ½) of Lot 13 and the East one-half (E ½) of Lot 24, and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS", according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida; together with those streets and alleys vacated by Broward County Deed No. 754, Page 206, of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida, containing 923,896 square feet, 21.21 acres, more or less.

Exhibit "A"



Work Request No. 2987139

Sec. B, Twp 51 S, Rge 42 E

Parcel I.D. 5142 07 02 1110  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

**EASEMENT**

This Instrument Prepared By

Name: Giovanni Herazo  
Co. Name: Florida Power & Light Company  
Address: 4000 Davie Rd Ext  
Hollywood, FL 33024

pg 1 of 2.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Credit Costs

SEE EXHIBIT "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on May 19, 2008

Signed, sealed and delivered in the presence of:

Angela Roth  
(Witness Signature)

Print Name: ANGELA ROTH  
(Witness)

Linda M. Cerreta  
(Witness Signature)

Print Name: LINDA M. CERRETA  
(Witness)

SOUTH BROWARD HOSPITAL DISTRICT, an independent special District created under the laws of the State of Florida

By: Frank V. Sacco  
(President's Signature)

Print Name: FRANK V. SACCO

Print Address: 1131 N. 35<sup>th</sup> Avenue  
Hollywood, FL 33021

Attest: \_\_\_\_\_  
(Secretary's signature)

Print Name: \_\_\_\_\_

Print Address: none

(Corporate Seal)

STATE OF Florida AND COUNTY OF Broward. The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2008, by Frank V. Sacco and N/A, respectively the President and Secretary of N/A, an independent special corporation, on behalf of said corporation, who are personally known to me or have produced Special District identification, and who did (did not) take an oath. 15

My Commission Expires:

Barbara E. Goas  
Notary Public for the PUBLIC STATE OF FLORIDA  
Barbara E. Goas  
Print Name: Barbara E. Goas  
Commission # DD685168  
Expires: AUG. 03, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

**APPROVED AS TO FORM**  
Gary S. Barber  
Gary S. Barber, Senior VP/ General Counsel

(4)

**LAND DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
10' FPL EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

Portions of Lots 23 and the East Half of Lot 24, Block 82, HOLLYWOOD HILLS, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCING** at the intersection of the East Right-of-Way Line of North 38<sup>th</sup> Avenue and the North Right-of-Way Line of Johnson Street;

THENCE North 01°37'14" West, a distance of 255.33 feet to the **POINT OF BEGINNING 1**;

THENCE continue North 01°37'14" West on said line, a distance of 10.01 feet;

THENCE South 89°46'27" East, a distance of 39.24 feet;

THENCE South 01°42'41" East, a distance of 10.01 feet;

THENCE North 89°46'27" West, a distance of 39.26 feet to the **POINT OF BEGINNING 1**;

**TOGETHER WITH:**

**COMMENCING** at said intersection;

THENCE North 01°37'14" West, a distance of 234.45 feet to the **POINT OF BEGINNING 2**;

THENCE continue North 01°37'14" West on said line, a distance of 10.00 feet;

THENCE North 89°36'27" East, a distance of 39.26 feet;

THENCE South 01°42'41" East, a distance of 10.00 feet;

THENCE South 89°36'27" West, a distance of 39.28 feet to the **POINT OF BEGINNING 2**;

**TOGETHER WITH:**

**COMMENCING** at said intersection;

THENCE North 01°37'14" West, a distance of 150.79 feet to the **POINT OF BEGINNING 3**;

THENCE continue North 01°37'14" West on said line, a distance of 17.24 feet;

THENCE North 38°08'17" East, a distance of 8.61 feet;

THENCE North 85°16'31" East, a distance of 53.16 feet;

Prepared by:  
CALVIN, GIORDANO & ASSOCIATES, INC.  
1830 Eller Drive, Suite 600  
Fort Lauderdale, Florida  
4/29/2008

THENCE North 88°55'26" East, a distance of 8.76 feet;

THENCE South 01°04'34" East, a distance of 10.00 feet;

THENCE South 88°55'26" West, a distance of 8.45 feet;

THENCE South 85°16'31" West, a distance of 48.48 feet;


THENCE South 34°46'31" West, a distance of 17.53 feet to the **POINT OF BEGINNING 3**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing a net area of 1,513 square feet( 0.034 acres), more or less.

**SURVEYORS NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

*CALVIN, GIORDANO & ASSOCIATES, INC.*

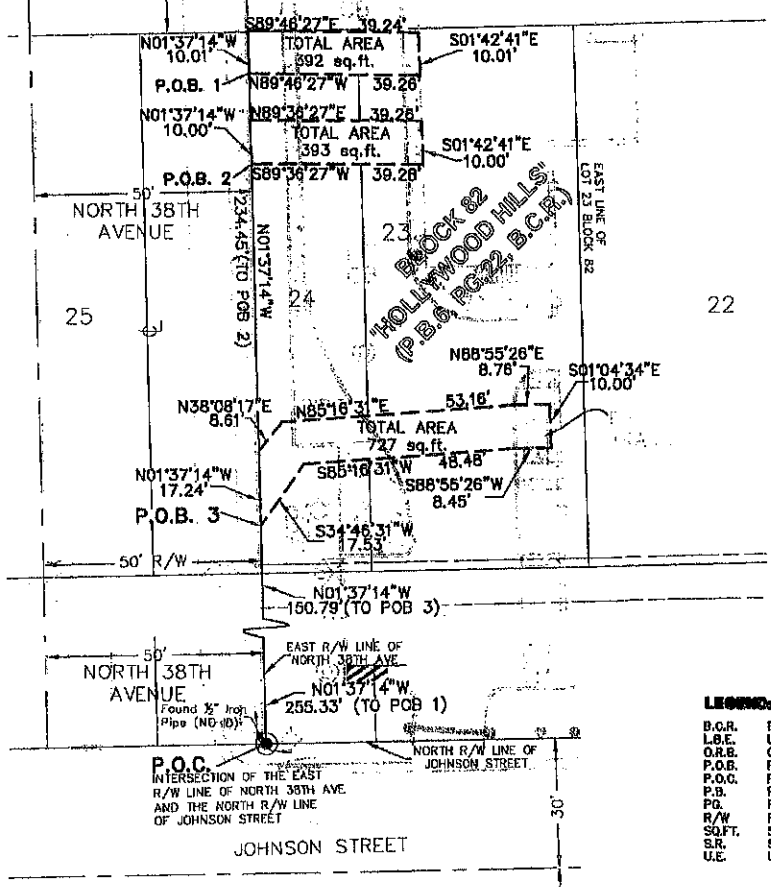
 Date Signed: 04/22/2008  
**Donald L. Cooper**  
Professional Surveyor and Mapper  
Florida Registration Number **BS 6269**

Prepared by:  
CALVIN, GIORDANO & ASSOCIATES, INC.  
1800 Eller Drive, Suite 500  
Fort Lauderdale, Florida  
4/20/2008

# SKETCH OF DESCRIPTION 10' FPL EASEMENT CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



GRANT STREET  
80.0' RIGHT-OF-WAY P.B. 6, PG. 22, B.C.R.  
(VACATED PER D.B. 764, PG. 208 B.C.R.)



**LEGEND:**

- B.C.R. Broward County Records
- L.B.E. Landscape Buffer Easement
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R/W Right-of-Way
- SQ.FT. Square Feet
- S.R. State Road
- U.E. Utility Easement

P.O.C.  
INTERSECTION OF THE EAST  
R/W LINE OF NORTH 38TH AVE.  
AND THE NORTH R/W LINE  
OF JOHNSON STREET

**Calkins, Glendon & Associates, Inc.**  
Engineers Surveyors Planners  
1200 Silver Drive, Suite 800  
Fort Lauderdale, Florida 33315  
Phone: 954.981.7701 Fax: 954.981.8507  
Certificate of Authorization #791

<b>MEMORIAL REGIONAL HOSPITAL 10' FPL EASEMENT HOLLYWOOD, FLORIDA</b>		SCALE 1"=20'	PROJECT No. 06-5919	SHEET <b>3</b>
		DATE 04/22/2008	CAD FILE	OF 3

PO 2008-310

ORDINANCE NO. O-2009-01

(VA-08-07, VA-08-08)

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING SPECIFIC PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY BETWEEN JOHNSON STREET AND GARFIELD STREET AND APPROXIMATELY 250 FEET EAST OF NORTH 35TH AVENUE WITHIN THE MEMORIAL HOSPITAL DEVELOPMENT AREA; PROVIDING A SEVERABILITY CLAUSE, A REPEALER PROVISION; AND AN EFFECTIVE DATE.

WHEREAS, the Memorial Hospital Development Plan provided for consolidation of individual platted parcels east of North 35<sup>th</sup> Avenue between Johnson Street and Garfield Street within the limits of the development area; and

WHEREAS, the South Broward Hospital District has submitted applications VA-08-07 and VA-08-08 requesting vacation of existing rights-of-way within the consolidated development area to facilitate the development plan, as more particularly described in Exhibit "A-1" and Exhibit "A-2" attached hereto; and

WHEREAS, Grant and Hayes Streets currently terminate at the eastern limits of the hospital property and existing vehicular turn around provisions will be maintained; and

WHEREAS, easement and construction provisions to accommodate continued alley service and access opportunities, pedestrian connectivity to North 35<sup>th</sup> Avenue and applicable utility restorations shall be satisfied prior to the vacation becoming effective, and these vacation obligations are further identified in the attached Exhibit "B"; and

WHEREAS, the City Commission of the City of Hollywood, after review of the recommendations of staff and consideration of this issue, has determined that the subject rights-of-way are not required for public use and the proposed vacation bears a reasonable relationship to the health, safety, and welfare of the citizens of Hollywood; and

WHEREAS, the City Commission has determined that the proposed vacation would be in the best interests of the citizens of Hollywood;

**CERTIFICATION**

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 27 day of Jan, 2009

*[Signature]* City Clerk 27

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

Section 1: That it hereby vacates specific portions of existing rights-of-way between Johnson Street and Garfield Street and approximately 250 east of North 35<sup>th</sup> Avenue within the Memorial Hospital development area, as more particularly described in Exhibit "A-1" and "A-2" attached hereto and incorporated herein.

Section 2: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 3: That all sections or parts of sections of the Code of 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 the date of recordation of a certificate of the City Engineer stating the following requirements have been satisfied:

- i) That all obligations identified in the attached Exhibit "B" have been satisfied;
- ii) That the City has received written notice from the Florida Power and Light Company, AT&T, Comcast, Teco and Hollywood's Department of Public Utilities confirming satisfactory relocation of their respective utility facilities located in the subject right-of-way vacation area;
- iii) That the City has received, accepted and recorded an alley right of way easement to maintain continuity of the remaining eastern limits of the existing alleys, a turn around easement to include alley widening for the remaining 35<sup>th</sup> Avenue alley connection, a pedestrian access easement providing pedestrian access between Grant Street, Hayes Street and 35<sup>th</sup> Avenue and utility easements for the rerouting of the water main facilities serving the hospital and the surrounding community. Maintenance responsibilities of the public improvements within the alley, turn around and pedestrian access easements shall be with the South Broward Hospital District and this maintenance obligation shall be identified in the easement instruments.

**CERTIFICATION**

I certify this to be a true and correct copy of the record in my office.  
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the

2<sup>nd</sup> day of Jan 2009  
*Natasha King* City Clerk

VACATING SPECIFIC PORTIONS OF THE STREETS AND ALLEYS BETWEEN JOHNSON STREET AND GARFIELD STREET AND APPROXIMATELY 250 FEET EAST OF NORTH 35<sup>TH</sup> AVENUE

The above requirements shall be completed no later than twenty-four (24) months from the date of adoption of this Ordinance. If these requirements are not satisfactorily completed and the Certificate recorded within the prescribed twenty-four (24) month time period, this Ordinance shall be null and void.

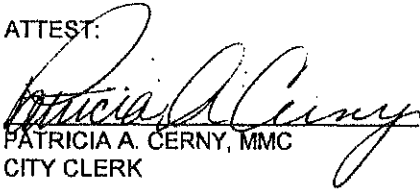
Advertised Dec 26, 2008.

PASSED on first reading this 17 day of Dec, 2008.

PASSED AND ADOPTED on second reading this 7 day of Jan, 2009.

  
PETER BOBER, MAYOR

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

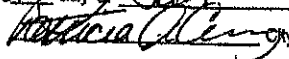
  
JEFFREY P. SHEFFEL  
CITY ATTORNEY

1/8/09pac

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the

27 day of Jan, 2009  
  
City Clerk

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION**

**VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 17, "HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a 15.0 foot alley adjoining Lots 1 through 5, and Lots 33 through 37, all in Block 17, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 1, Block 17;

THENCE North 01°37'10" West on the extension of the East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 15.00 feet to the Southwest corner of said Lot 37;

THENCE North 88°22'09" East on the South line of said Lots 33 through 37, a distance of 250.01 feet to the Southeast corner of said Lot 33;

THENCE South 01°37'10" East, a distance of 15.00 feet to the Northeast corner of said Lot 5;

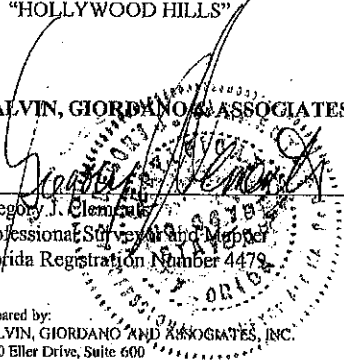
THENCE South 88°22'09" West on the North line of said Lots 1 through 5, a distance of 250.01 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 3,750 square feet (0.086 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS"

CALVIN, GIORDANO & ASSOCIATES, INC.

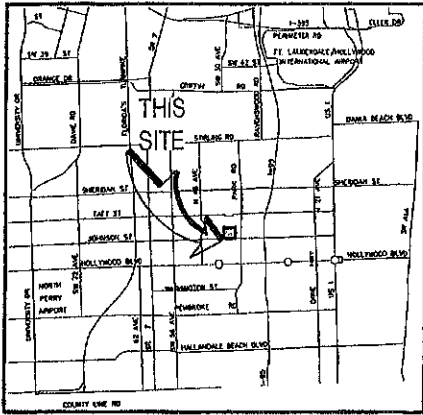
  
Gregory J. Clemente  
Professional Surveyor and Mapper  
Florida Registration Number 4479

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida - 33316  
March 10, 2008  
PA\Projects\2006065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-VAC-ALLEY17.doc

SHEET 1 OF 3

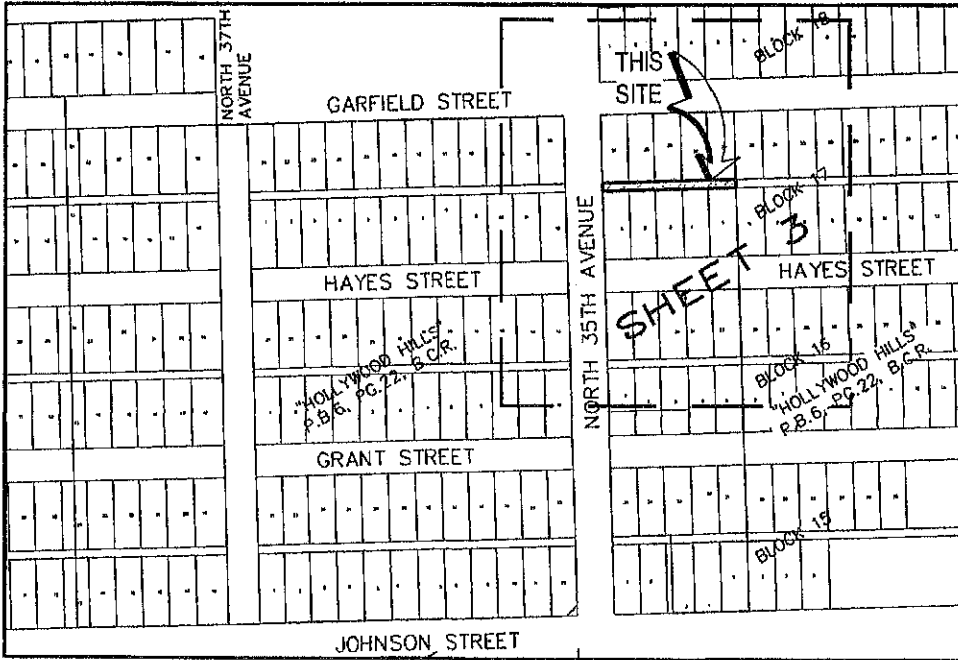


**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 17,  
"HOLLYWOOD HILLS"  
LOCATION AND KEY MAP**



**VICINITY MAP  
NOT TO SCALE**

**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT



**LOCATION MAP  
NOT TO SCALE**

P:\Projects\2008\065705 Joe DiMaggio Childrens Hospital\SURVEY\BKE\Vacation Easements\065705-16-v-50-VAC-ALLEY17.dwg Mar 12, 2008 - 11:31am

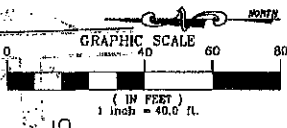
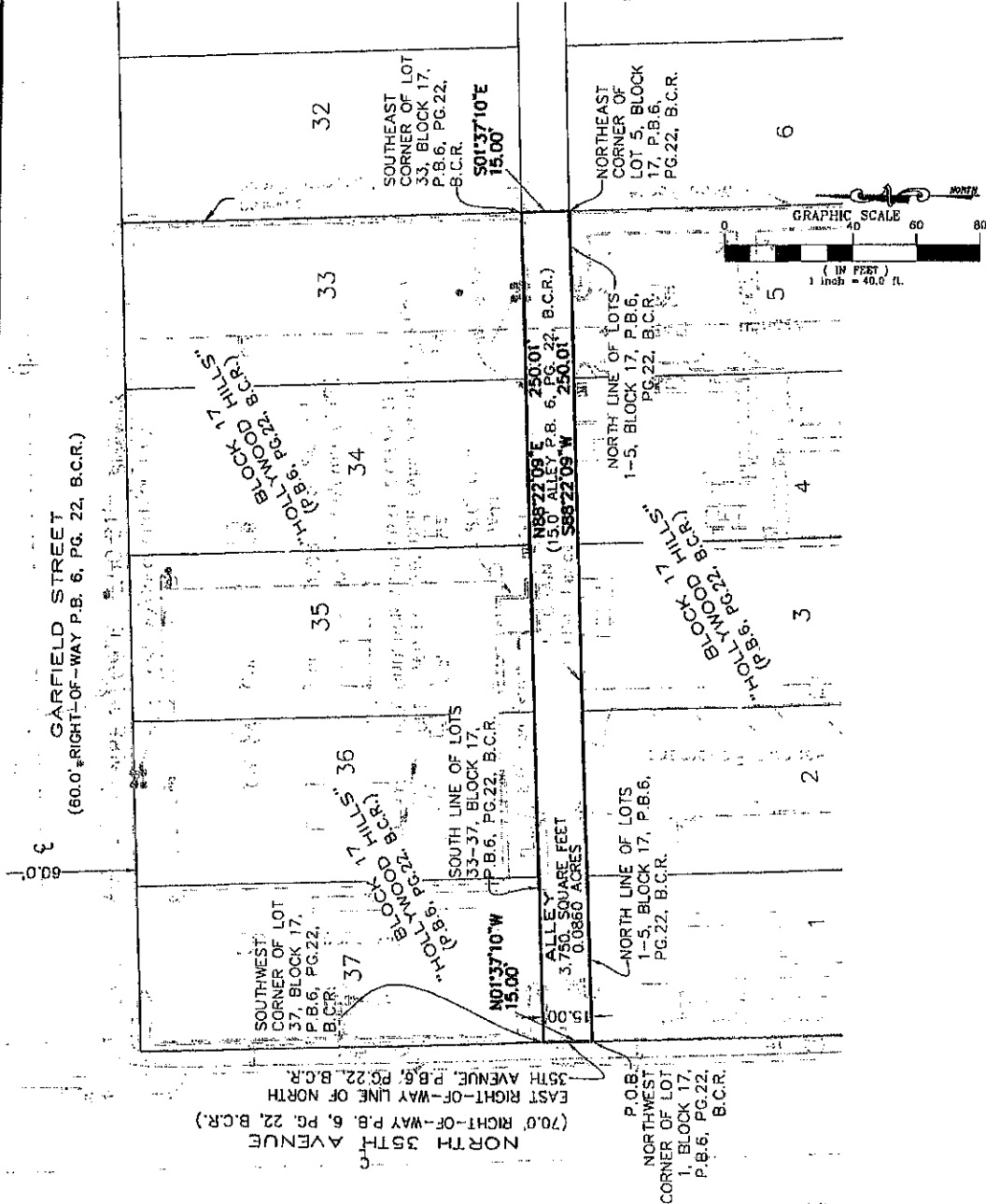


**Calvin Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eiler Drive, Suite 400  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7701 Fax: 954.921.8807  
 Certificate of Authorization 6791

**Joe DiMaggio's Childrens' Hospital  
CITY OF HOLLYWOOD  
BROWARD COUNTY, FLORIDA**

SCALE	PROJECT No	SHEET
N.T.S.	06-5705.16	2
DATE	CAD FILE	
03\10\2008	SEE LEFT	of 3

**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 17,  
"HOLLYWOOD HILLS"**



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**Cahin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 800  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.8807  
Certificate of Authorization 0781

**Joe DiMaggio's Childrens' Hospital  
CITY OF HOLLYWOOD  
BROWARD COUNTY, FLORIDA**

SCALE 1"=40.0'	PROJECT No 06-5705.16	SHEET <b>3</b>
DATE 03/10/2008	CAD FILE SEE LEFT	of 3

**LEGAL DESCRIPTION  
VACATION OF A PORTION OF HAYES STREET, "HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Hayes Street adjoining Lots 1 through 5, Block 17, and Lots 33 through 37, Block 16, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 37, Block 16;

THENCE North 01°37'10" West on the extension of the right-of-way line of North 35<sup>th</sup> Avenue, a distance of 60.00 feet to the Southwest corner of said Lot 1, Block 17;

THENCE North 88°22'09" East on the South line of said Lots 1 through 5, Block 17, a distance of 250.01 feet to the Southeast corner of said Lot 5;

THENCE South 01°37'10" East, a distance of 60.00 feet to the Northeast corner of said Lot 33, Block 16;

THENCE South 88°22'09" West on the North line of said Lots 33 through 37, Block 16, a distance of 250.01 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 15,000 square feet (0.344 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

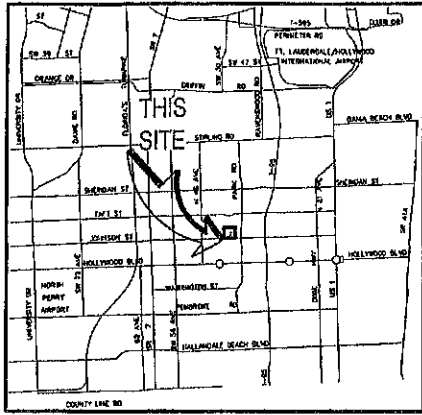
CALVIN, GIORDANO & ASSOCIATES, INC.

*Gregory J. Clements* 3-12-08  
 Gregory J. Clements  
 Professional Surveyor and Mapper  
 Florida Registration Number 4479

Prepared by:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 March 10, 2008

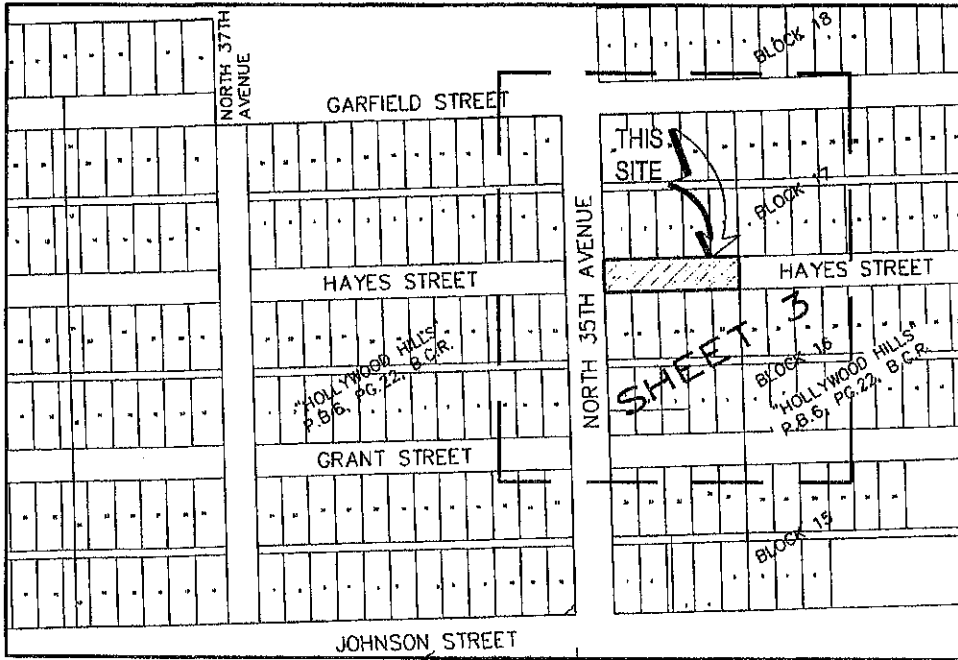
SHEET 1 OF 3

**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF HAYES STREET, "HOLLYWOOD HILLS"  
LOCATION AND KEY MAP**



**VICINITY MAP  
NOT TO SCALE**

**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
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 P.O.C. = POINT OF COMMENCEMENT



**LOCATION MAP  
NOT TO SCALE**

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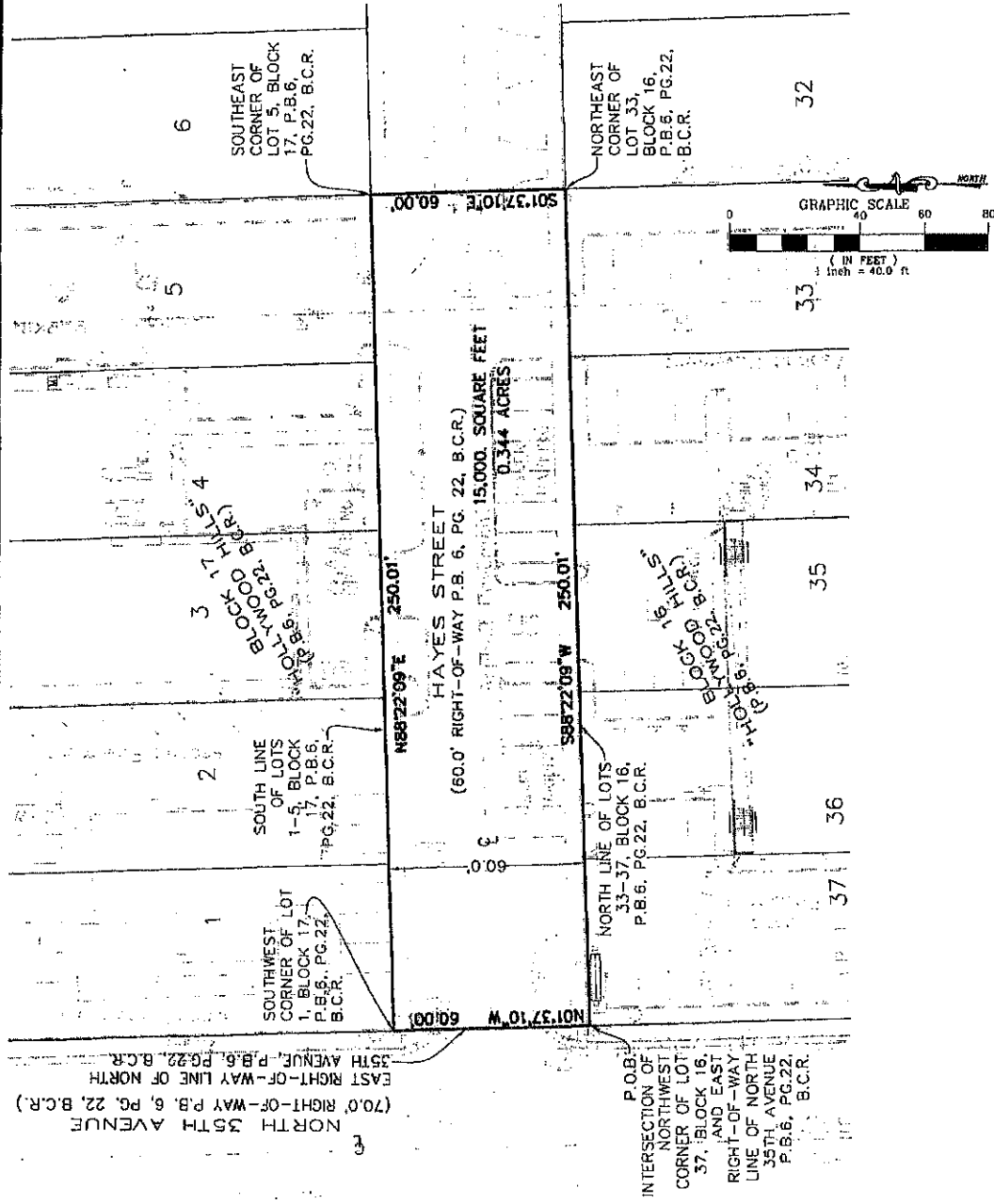
	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	<b>Engineers Surveyors Planners</b>
	1800 81er Drive, Suite 800 Fort Lauderdale, Florida 33316
	Phone: 954.921.7781 Fax 954.921.9867 Certificate of Authorization #791

**Joe DiMaggio's Childrens' Hospital  
CITY OF HOLLYWOOD  
BROWARD COUNTY, FLORIDA**

SCALE N.T.S.	PROJECT No 06-5705.16	SHEET <b>2</b>
DATE 03\10\2008	CAD FILE SEE LEFT	OF 3

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**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF HAYES STREET, "HOLLYWOOD HILLS"**



	<b>Calvin, Giordano &amp; Associates, Inc.</b> Engineers Surveyors Planners 1609 Eiler Drive, Suite 600 Fort Lauderdale, Florida 33316 Phone: 954.921.7101 Fax: 954.921.8807 Certificate of Authorization 9761
	Joe DiMaggio's Childrens' Hospital CITY OF HOLLYWOOD BROWARD COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
1"=40.0'	06-5705.16	3
DWG	CAD FILE	
03/10/2008	SEE LEFT	or 3

**LEGAL DESCRIPTION**  
**VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 16, "HOLLYWOOD HILLS"**  
**CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a 15.0 foot alley adjoining Lots 1 through 5, and Lots 33 through 37, all in Block 16, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 1;

THENCE North 01°37'10" West on the extension of the East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 15.00 feet to the Southwest corner of said Lot 37;

THENCE North 88°22'09" East on the South line of said Lots 33 through 37, a distance of 250.01 feet to the Southeast corner of said Lot 33;

THENCE South 01°37'10" East, a distance of 15.00 feet to the Northeast corner of said Lot 5;

THENCE South 88°22'09" West on the North line of said Lots 1 through 5, a distance of 250.01 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 3,750 square feet (0.086 acres), more or less.

**NOTES:**

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4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

CALVIN, GIORDANO & ASSOCIATES, INC.

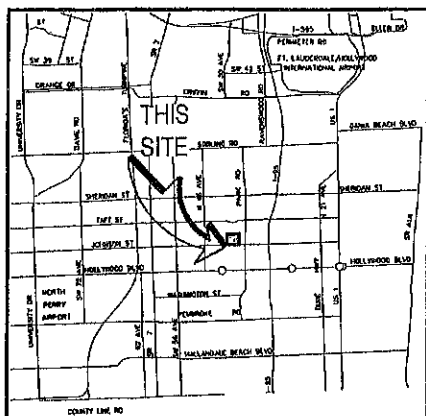
*Gregory J. Clements*  
 Gregory J. Clements, P.S.  
 Professional Surveyor and Mapper  
 Florida Registration Number 4479

*9-12-08*

Prepared by:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 March 10, 2008  
 P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-VAC-ALLEY16.doc

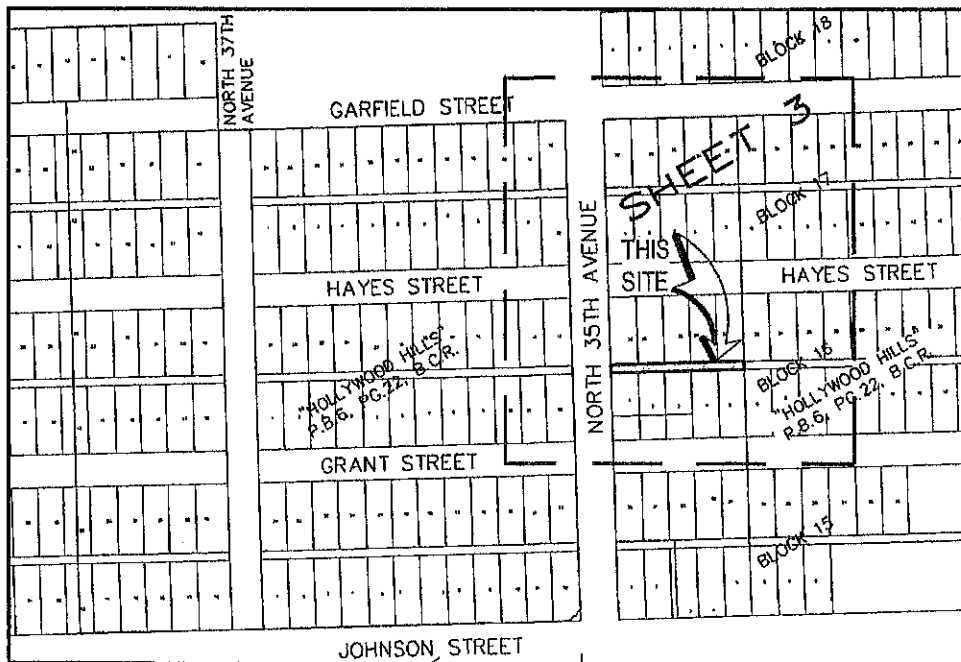
SHEET 1 OF 3

**SKETCH OF LEGAL DESCRIPTION  
 VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 16,  
 "HOLLYWOOD HILLS"  
 LOCATION AND KEY MAP**



**VICINITY MAP  
 NOT TO SCALE**

**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 P.C. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT



**LOCATION MAP  
 NOT TO SCALE**

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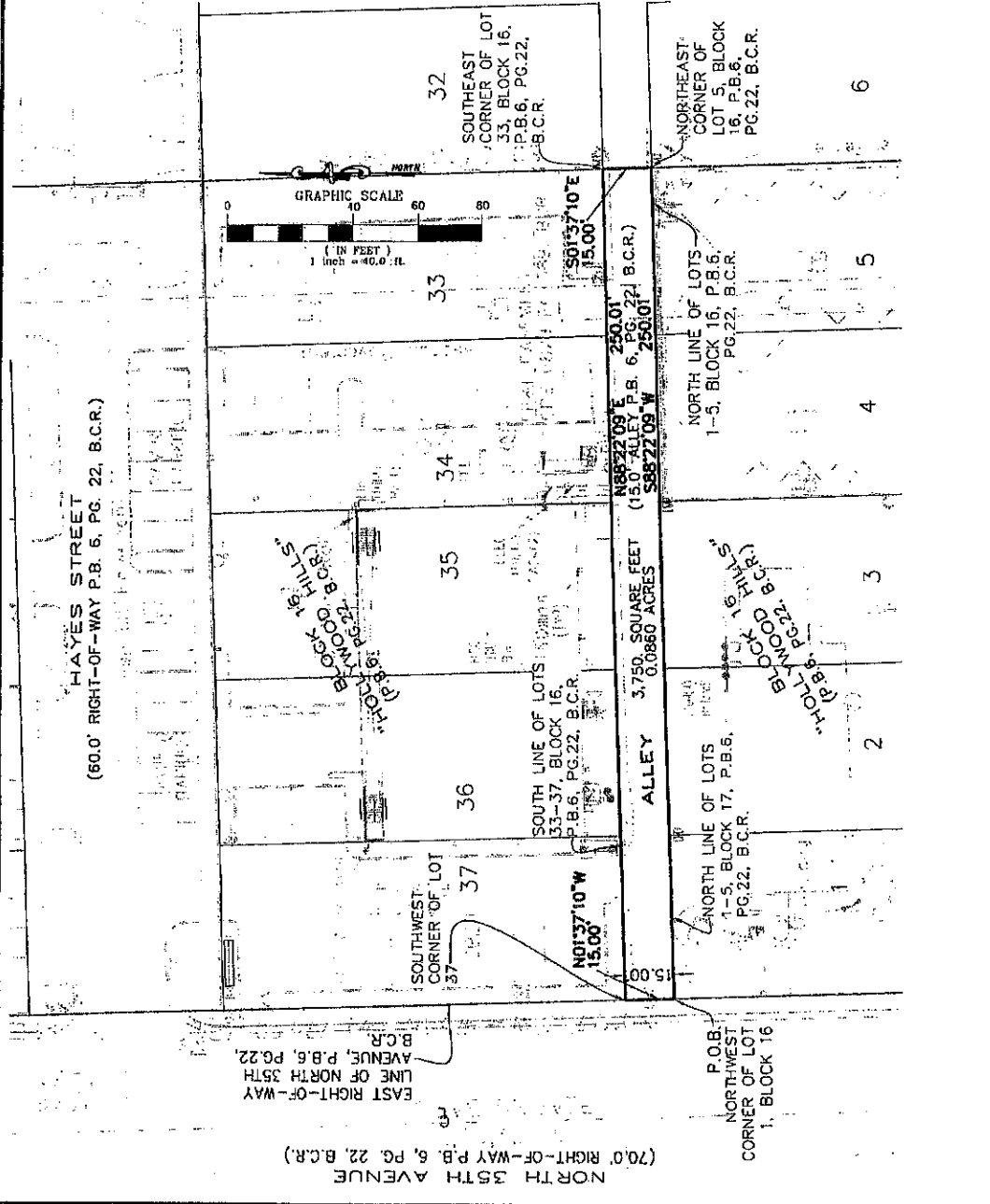


**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Biler Drive, Suite 600  
 Fort Lauderdale, Florida 33310  
 Phone: 954.921.7791 Fax 954.921.8807  
 Certificate of Authorization 6791

**Joe DiMaggio's Childrens' Hospital  
 CITY OF HOLLYWOOD  
 BROWARD COUNTY, FLORIDA**

SCALE	PROJECT No	SHEET
N.T.S.	06-5705.16	<b>2</b>
DATE	CAD FILE	of 3
03/10/2008	SEE LEFT	

**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 16,  
"HOLLYWOOD HILLS"**



P:\Projects\2006\065705 - Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\Vacation\_Easements\065705-16-V-SD-VAC-ALLEY16.dwg Mar 12, 2008 - 11:28am

**GA**  
**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807  
 \*Certificate of Authorization 8791

**Joe DiMaggio's Childrens' Hospital  
 CITY OF HOLLYWOOD  
 BROWARD COUNTY, FLORIDA**

SCALE 1"=40.0'	PROJECT No 06-5705.16
DATE 03/10/2008	CAD FILE SEE LEFT

SHEET  
**3**  
 OF 3



**LEGAL DESCRIPTION  
VACATION OF A PORTION OF GRANT STREET, "HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Grant Street adjoining Lots 1 through 5, Block 16, and Lots 31 through 35, Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 35, Block 15, "HOLLYWOOD HILLS";

THENCE North 01°37'10" West on the extension of the East right-of-way line of said North 35<sup>th</sup> Avenue, a distance of 60.00 feet to the Southeast corner of said Lot 1, Block 16;

THENCE North 88°22'09" East on the South line of said Lots 1 through 5, Block 16, a distance of 250.01 feet to the Southeast corner of said Lot 5;

THENCE South 01°37'10" East on the Southerly extension of the East line of said Lot 5, a distance of 60.00 feet to the Northeast corner of said Lot 31, Block 15;

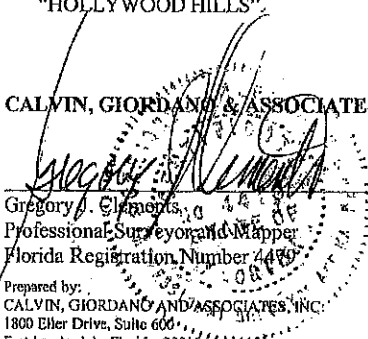
THENCE South 88°22'09" West on the North line of said Lots 31 through 35, Block 15, a distance of 250.01 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 15,000 square feet (0.344 acres), more or less.

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4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS"

CALVIN, GIORDANO & ASSOCIATES, INC.

  
Gregory J. Clements,  
Professional Surveyor and Mapper  
Florida Registration Number 4499

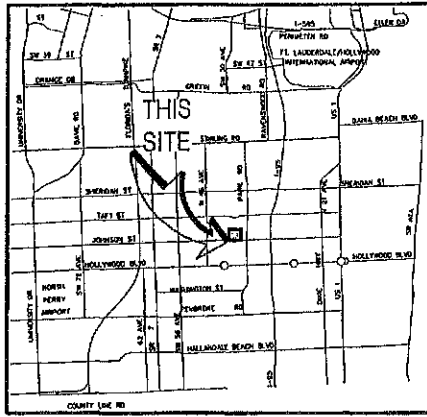
3-12-08

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 10, 2008

SHEET 1 OF 3

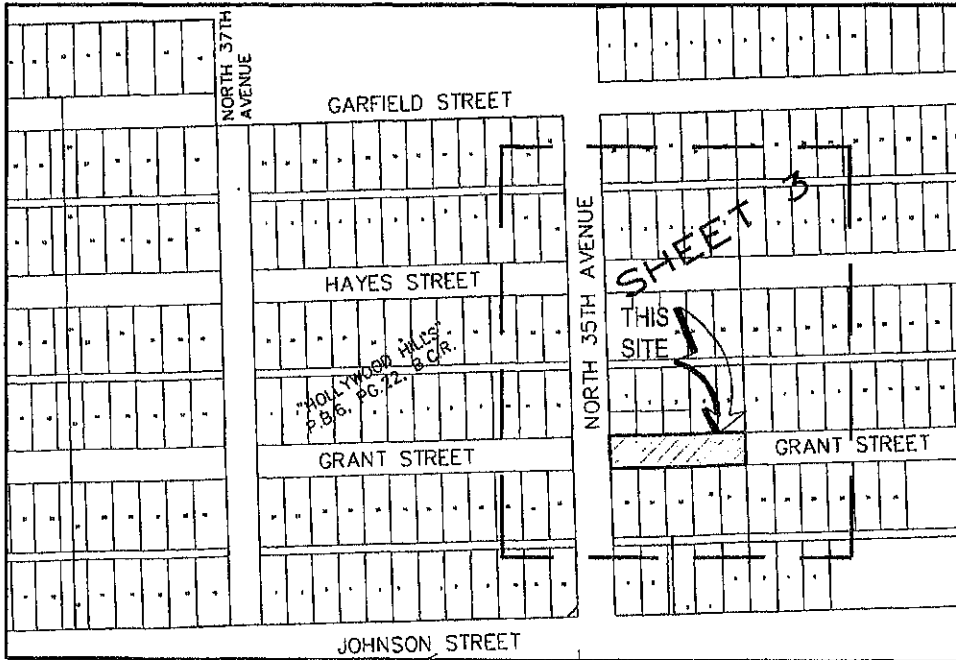
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-VAC-GRANT.doc

**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF GRANT STREET, "HOLLYWOOD HILLS"  
LOCATION AND KEY MAP**



**VICINITY MAP  
NOT TO SCALE**

**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT



**LOCATION MAP  
NOT TO SCALE**

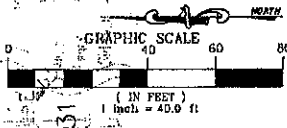
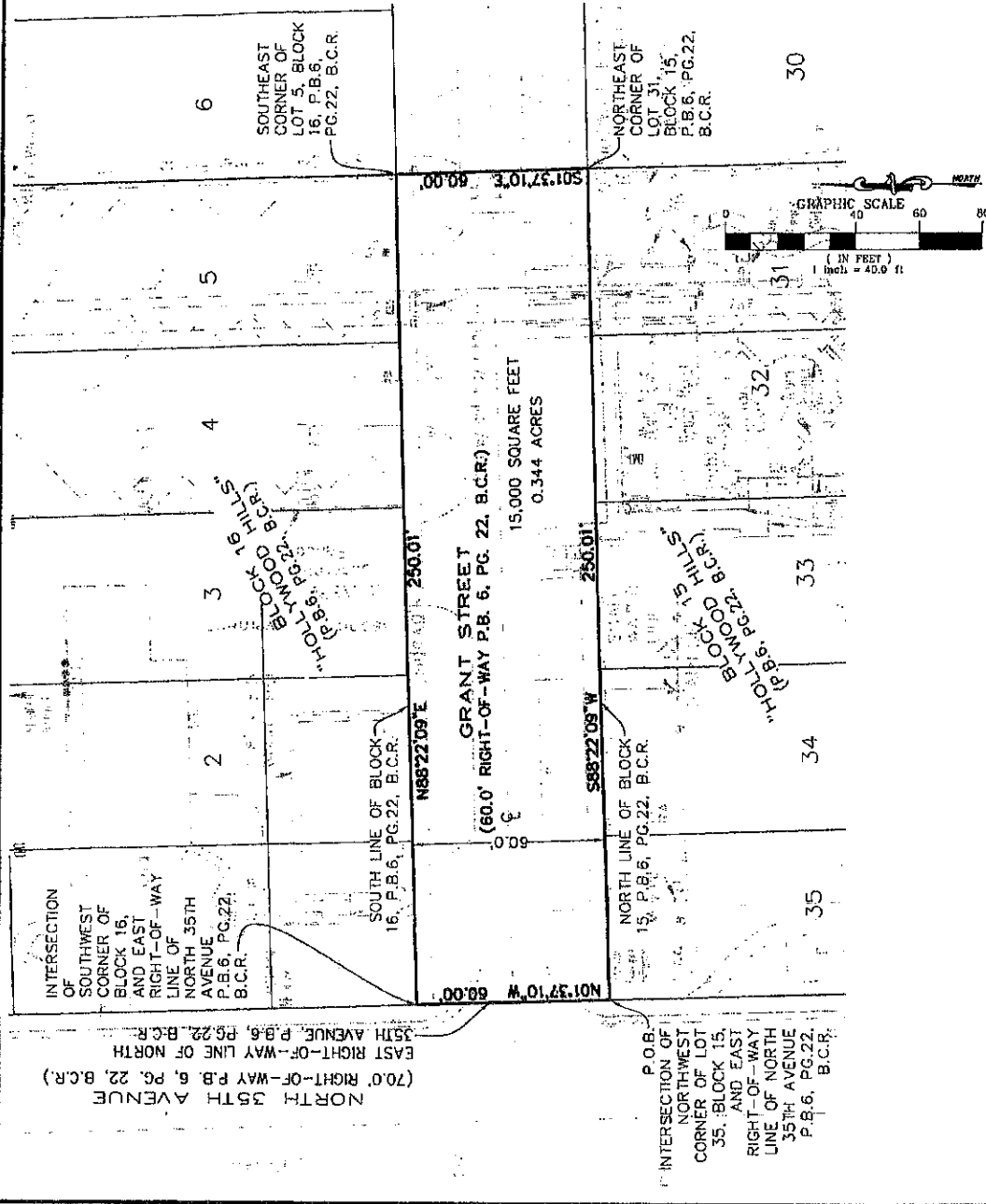
P:\Projects\21006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKE\CH\Vacation\_Easements\065705-16-V-SD-VAC-GRANT.dwg Mar 12, 2008 - 11:33am

**GA**  
**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33310  
 Phone: 954.921.7791 Fax 954.921.8807  
 Certificate of Authorization 5791

**Joe DiMaggio's Childrens' Hospital**  
**CITY OF HOLLYWOOD**  
**BROWARD COUNTY, FLORIDA**

SCALE	PROJECT No	SHEET
N.T.S.	06-5705.16	2
DATE	CAD FILE	of 3
03/10/2008	SEE LEFT	

**SKETCH OF LEGAL DESCRIPTION  
VACATION OF A PORTION OF GRANT STREET, "HOLLYWOOD HILLS"**



P:\Projects\2008\0655705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\Vacation Easements\065705-16-V-SD-VAC-GRANT.dwg Mar 12, 2008 - 11:33am

	<b>Calvin, Giordano &amp; Associates, Inc.</b> Engineers Surveyors Planners 1000 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 Phone: 954.991.7791 Fax: 954.921.8807 Certificate of Authorization 0781
	Joe DiMaggio's Childrens' Hospital CITY OF HOLLYWOOD BROWARD COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
1" = 40.0'	06-5705.16	
DATE	CAD FILE	3
03/10/2008	SEE LEFT	

**LEGAL DESCRIPTION  
VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 15, "HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a 15.0 foot alley adjoining Lots 3 through 5, and Lots 31 through 33, all in Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCE** at the Northwest corner of Lot 1 of said Block 15;

**THENCE** North 88°22'09" East on the North line of said Lot 1 and on the North line of Lots 2 and 3 of said Block 15, a distance of 110.01 feet to the Northwest corner of the East 40.0 feet of said Lot 3, Block 15, also known as the **POINT OF BEGINNING**;

**THENCE** North 01°37'10" West, a distance of 15.00 feet to the intersection with the South line of said Lot 33, Block 15;

**THENCE** North 88°22'09" East on the South line of said Lots 31 through 33, Block 15, a distance of 140.00 feet to the Southeast corner of said Lot 31;

**THENCE** South 01°37'10" East, a distance of 15.00 feet to the Northeast corner of said Lot 5, Block 15;

**THENCE** South 88°22'09" West on the North line of said Lots 3 through 5, Block 15, a distance of 140.00 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 2,100 square feet (0.048 acres), more or less.

**NOTES:**

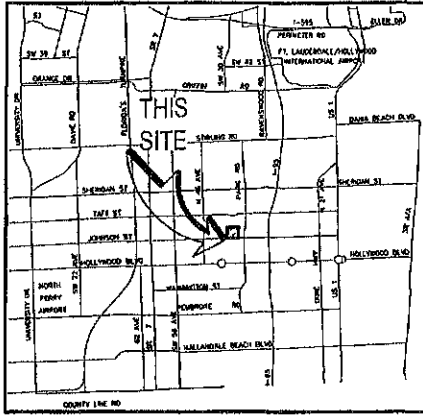
1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**

*Gregory B. Clemente* 3-12-08  
 Gregory B. Clemente  
 Professional Surveyor and Mapper  
 Florida Registration Number 4479

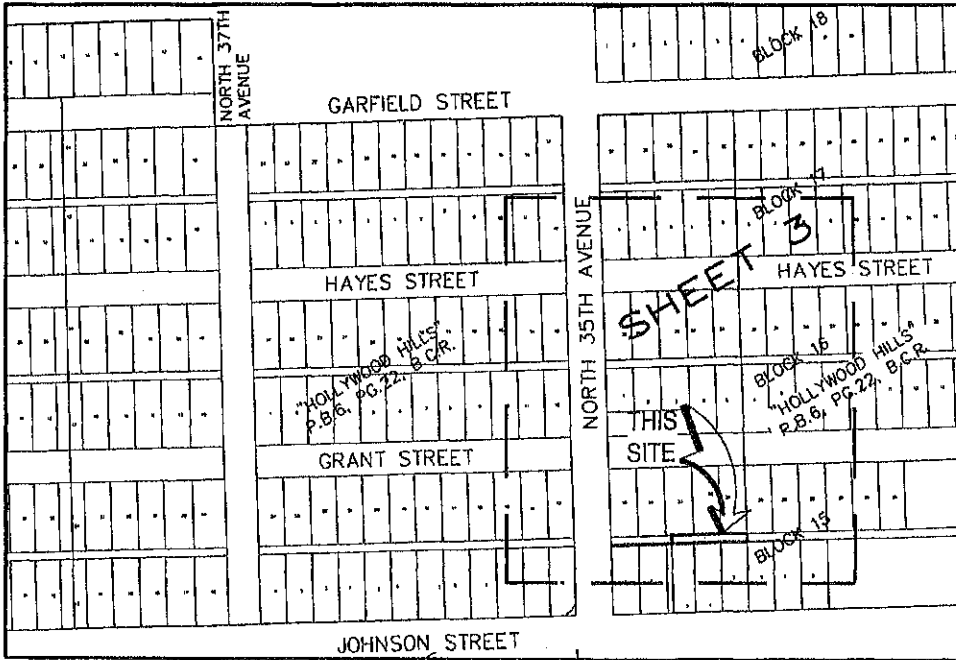
Prepared by:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 March 10, 2008  
 P:\Projects\2006\065705 Joe Di Maggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-VAC-ALLEY15.doc

**SKETCH OF LEGAL DESCRIPTION  
 VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 15,  
 "HOLLYWOOD HILLS"  
 LOCATION AND KEY MAP**



**VICINITY MAP  
 NOT TO SCALE**

- LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT



**LOCATION MAP  
 NOT TO SCALE**

P:\Projects\2008\065705 - Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\Vacation Easements\065705-15-Y-SD-VAC-ALLEYS.dwg Mar 12, 2008 - 11:32am

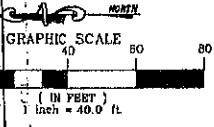
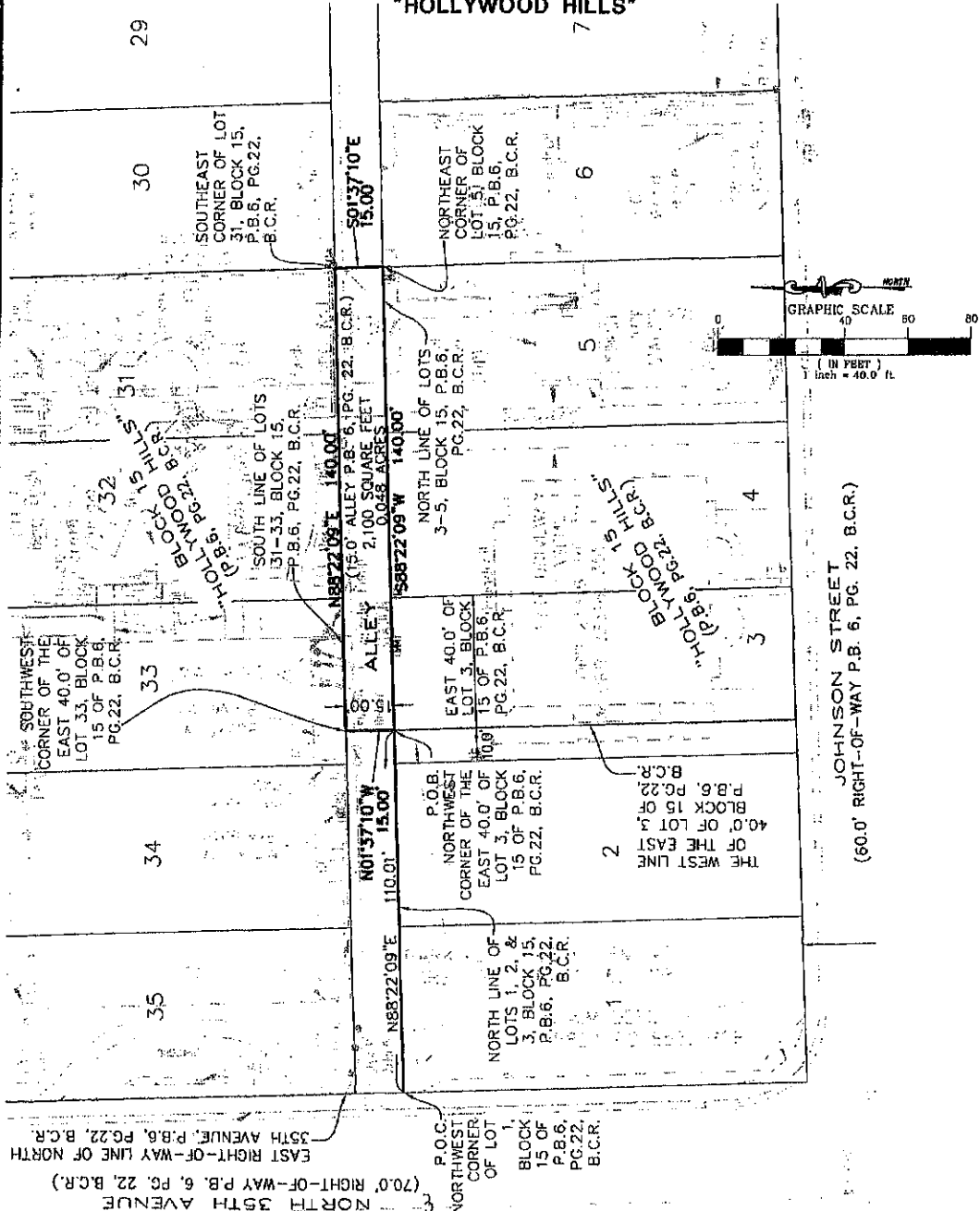


**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.021.7781 Fax: 954.021.8507  
 Certificate of Authorization 6791

**Joe DiMaggio's Childrens' Hospital  
 CITY OF HOLLYWOOD  
 BROWARD COUNTY, FLORIDA**

SCALE	PROJECT No	SHEET
N.T.S.	06-5705.16	<b>2</b>
DATE	CAD FILE	
03\10\2008	SEE LEFT	of 3

**SKETCH OF LEGAL DESCRIPTION**  
**VACATION OF A PORTION OF A 15.0 FOOT ALLEY IN BLOCK 15,**  
**"HOLLYWOOD HILLS"**



P:\Projects\2008\065705-16-V-SD-VAC-ALLEY15.dwg Mar 12, 2008 - 11:31am


 <p><b>Calvin, Giordano &amp; Associates, Inc.</b>          Engineers Surveyors Planners          1000 Eller Drive, Suite 600          Fort Lauderdale, Florida 33316          Phone: 954.921.7761 Fax 954.921.8807          Certificate of Authorization 6781</p>	<p><b>Joe DiMaggio's Children's Hospital</b>  <b>CITY OF HOLLYWOOD</b>  <b>BROWARD COUNTY, FLORIDA</b></p>		<p>SCALE          1"=40.0'</p>	<p>PROJECT No          06-5705.16</p>	<p>SHEET  <b>3</b></p>
			<p>DATE          03\10\2008</p>	<p>CAD FILE          SEE LEFT</p>	<p>of 3</p>

EXHIBIT "A-2"

LAND DESCRIPTION  
SOUTH BROWARD HOSPITAL DISTRICT  
DIMAGGIO CENTER  
7' SIDEWALK EASEMENT

A portion of Lots 31, 32 and 33, Block 15, HOLLYWOOD HILLS, according to the Plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 32 and the Northeast corner of said Lot 33;

THENCE North 89°59'34" West, along the North line of said Lot 33, a distance of 13.18 feet;

THENCE South 00°00'26" West, 7.00 feet;

THENCE South 89°59'34" East, along a line 7.00 feet South of and parallel with the North line of said Lots 31, 32 and 33, a distance of 87.00 feet;

THENCE North 00°00'26" East, 7.00 feet to the intersection with said North line of Lot 31;

THENCE North 89°59'34" West, along said North line of Lots 31 and 32, a distance of 73.82 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida and containing 609 square feet (0.0140 acres) more or less.

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

BK 25258 PG 0802

Prepared By:  
STEVY & CALYON, INC.  
The CityCenter 1000, Suite 150  
Hollywood, Florida  
June 14, 1994  
MAP00010000.DWG

Sheet 1 of 2 Sheets

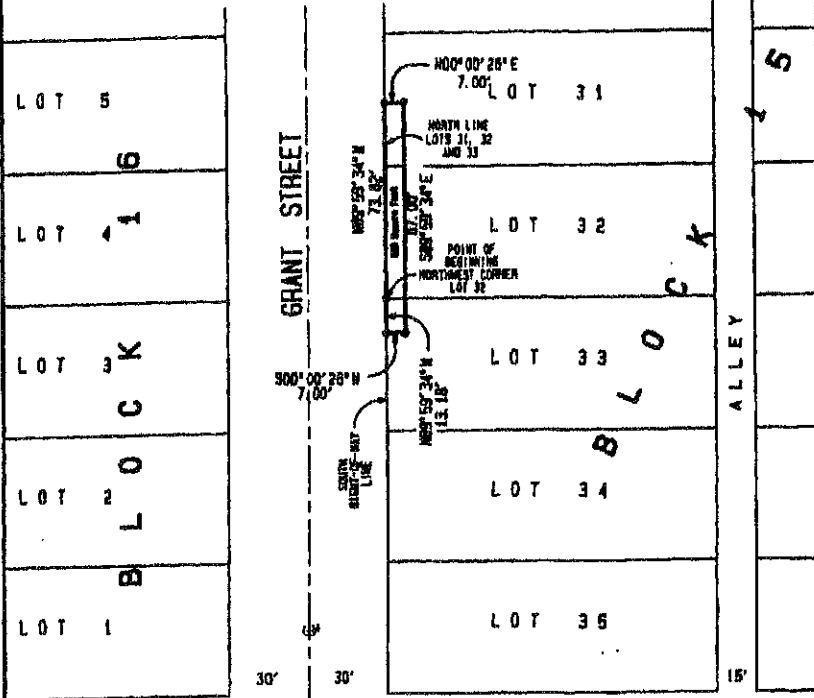


SKETCH OF DESCRIPTION  
 PORTION OF LOTS 31-33, BLOCK 15,  
 HOLLYWOOD HILLS  
 PLAT BOOK 8, PAGE 22, BROWARD COUNTY RECORDS  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1" = 252586800'

- NUMERICAL VALUES
1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS DEALER WITH AN ORDERED DRAWING FOR 15.00.
  2. THIS SKETCH SHOWS ONLY THE CONSTRUCTION OF THE SKETCH. IT DOES NOT REPRESENT THE ACTUAL SITUATION ON THE GROUND.
  3. THE SKETCH SHOWS ONLY THE CONSTRUCTION OF THE SKETCH. IT DOES NOT REPRESENT THE ACTUAL SITUATION ON THE GROUND.
  4. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.



NORTH 35th AVENUE

CLIENT:	PROJECT NO.	CAD FILE: 01MAGG10	DATE: 2.00.2
REVISION	DATE	BY/PR	DESCRIPTION
SKETCH OF DESCRIPTION	02/24/01	N/A	

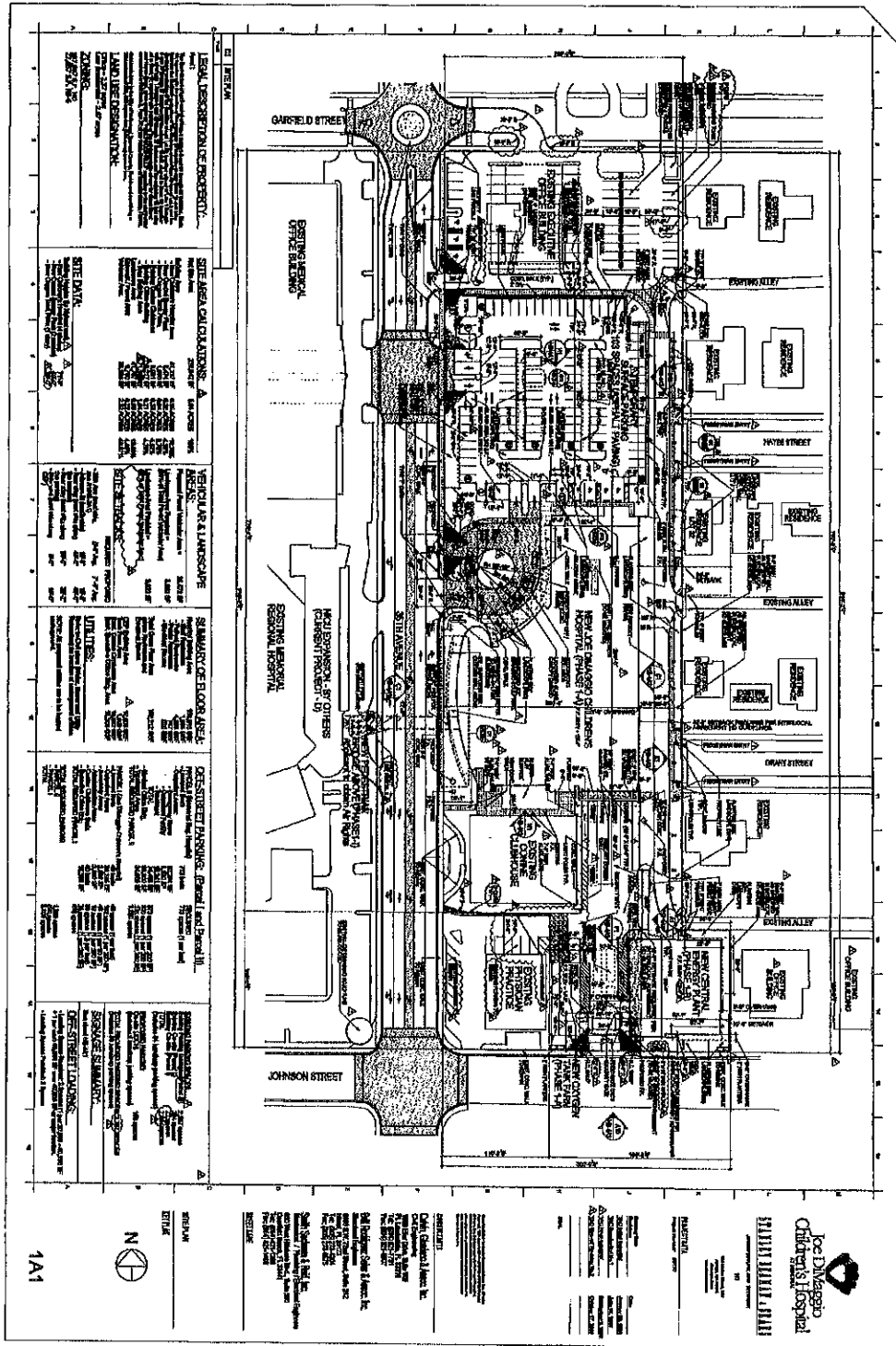
APPROVED: *[Signature]* DATE: 6-24-96  
 BERRY & CALVIN, INC.  
 2525 S.W. 15th St., Suite 100, Ft. Lauderdale, FL 33304  
 TEL: 754-531-1100 FAX: 754-531-1101



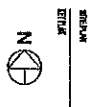
**EXHIBIT "B"**  
**RIGHT-OF-WAY MITIGATION REQUIREMENTS**

Applicant agrees to pay the full cost and construct or cause to be constructed certain public infrastructure and complete all vacation obligations in accordance with City standards and specifications and further identified within the attached Civil Plans for "Joe DiMaggio Children's Hospital" prepared by Calvin Giordano & Associates, Inc., latest revision dated October 17, 2008, the attached Site Plan prepared by Stanley Beaman & Sears Architecture and Interior, latest revision dated October 17, 2008, and the attached Supplement To Alley Vacation Concurrence between South Broward Hospital District and 3449 Johnson Street, Inc., prior to the Vacation Ordinance becoming effective. These construction and vacation obligations include:

- Complete construction of the proposed north-south alley segment connecting the existing east-west alley segments between Garfield Street and Johnson Street to include the alley roadway and drainage improvements, the concrete and paver access pathway connecting Grant Street and Hayes Street to North 35<sup>th</sup> Avenue, together with the associated lighting improvements, landscape enhancements and 6' high screen wall;
- Complete construction of the alley segment widening, drainage improvements and turn around provisions for the alley segment serving the existing physician practice and Conine Clubhouse from 35<sup>th</sup> Avenue;
- Grant all necessary easements to the City for the alley widening turn around provisions, the east-west alley segment, the pedestrian access path connecting to 35<sup>th</sup> Avenue and required utility easements;
- Complete construction, relocation, or removal of the affected infrastructure elements currently occupying the roadway and alley right-of-way segments to the satisfaction of the City, appropriate agency and/or utility providers (FPL, AT&T, TECO, Comcast, Hollywood Utilities Department). Applicant shall further provide any necessary right of way and utility easements and maintain interim access provisions as required for the relocation of these services;
- Maintain existing utility services at all times until final acceptance of the relocation of the reconstructed facilities;
- Satisfy the understandings between South Broward Hospital District and 3499 Johnson Street, Inc.



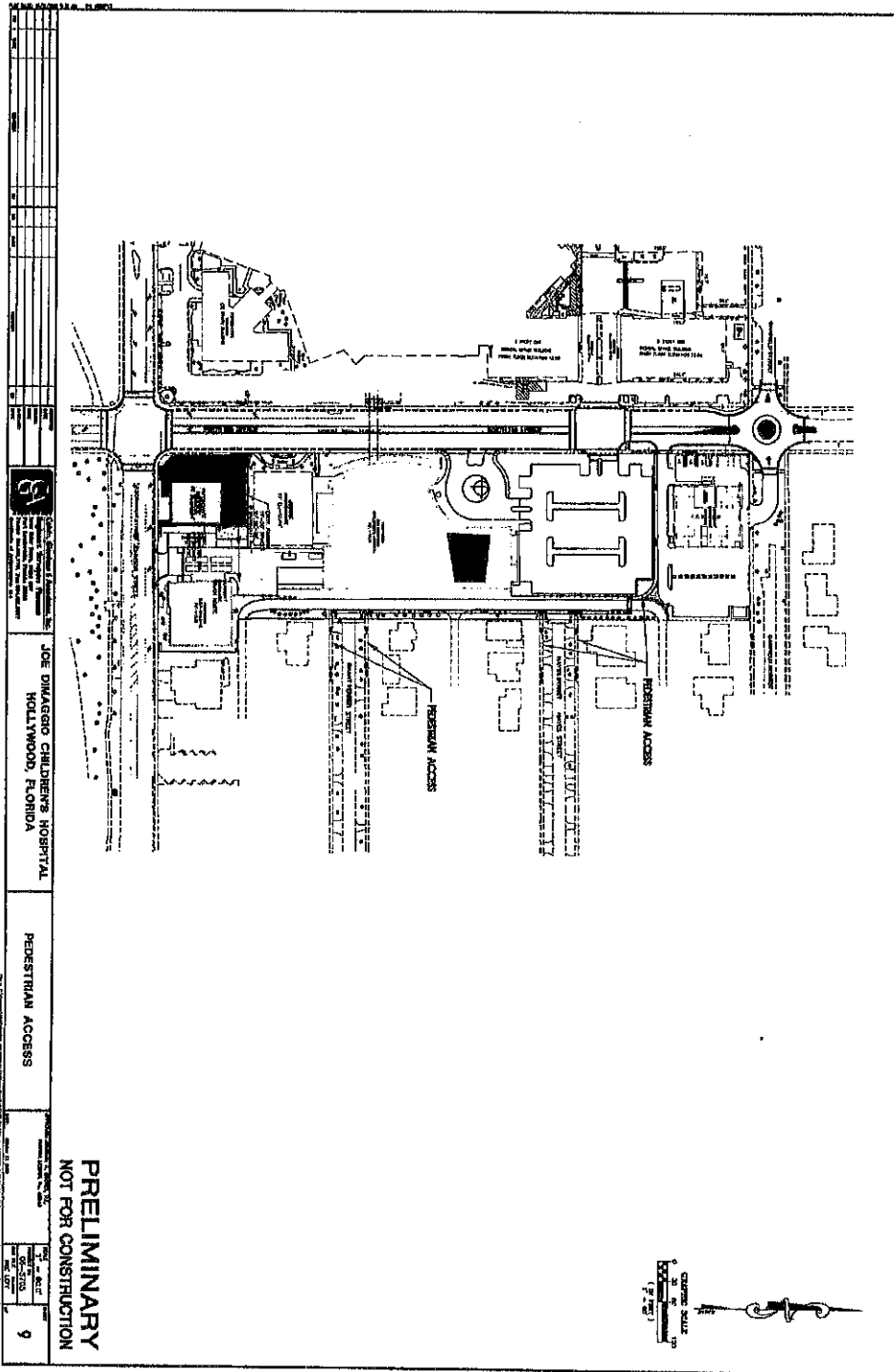
<p><b>LEGAL DESCRIPTION OF PROPERTY:</b>                  TRACT 10, BLOCK 10, LOT 10, ...                  ...                  ...</p>	<p><b>SITE AREA CALCULATIONS:</b>                  ZONE: A                  ...                  ...</p>	<p><b>VEHICULAR LANDSCAPE:</b>                  ...                  ...</p>	<p><b>STANDARD OF CARE ASSESSMENT:</b>                  ...                  ...</p>	<p><b>DESIGN STREET PAVING, Ground and Pavement:</b>                  ...                  ...</p>	<p><b>DESIGN STREET LIGHTING:</b>                  ...                  ...</p>
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1A1



**PROJECT:**  
 Joe DiMaggio Children's Hospital  
 ...  
**DATE:**  
 ...  
**SCALE:**  
 ...

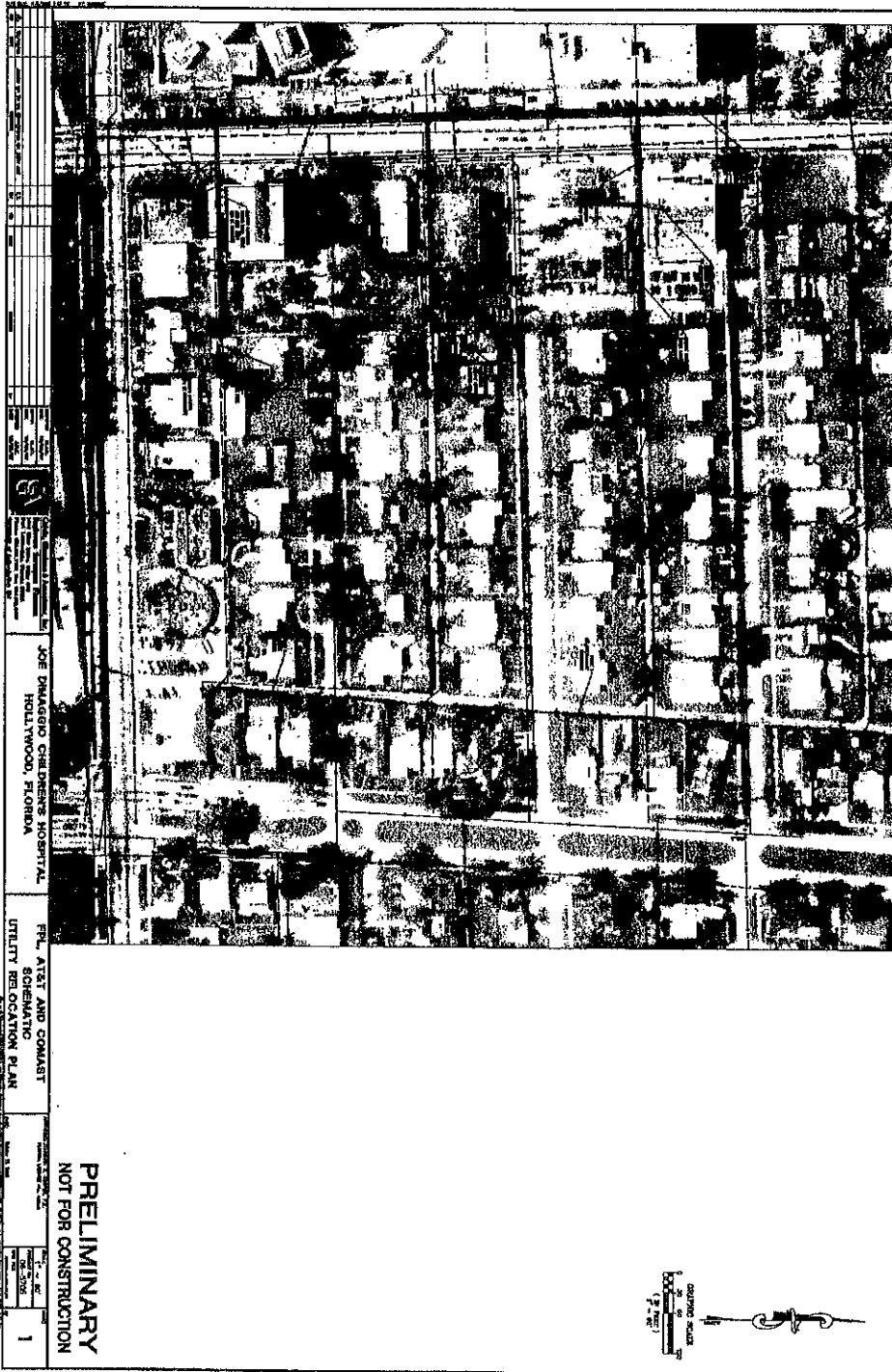


**JOE DIMAGGIO CHILDREN'S HOSPITAL**  
HOLLYWOOD, FLORIDA

PEDESTRIAN ACCESS

**PRELIMINARY**  
NOT FOR CONSTRUCTION

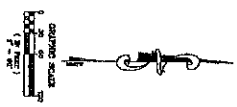
9



JOE DIMAGGIO CHILDREN'S HOSPITAL  
HOLLYWOOD, FLORIDA

FR. AT&T AND COMCAST  
SCHEMATIC  
UTILITY RELOCATION PLAN

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**





Received: Nov 21 2008 07:08am  
Nov 21 08 08:05a Mark J. Boultis, P.E. 305-676-3335 P. 3

**SUPPLEMENT TO ALLEY VACATION CONCURRENCE**

To: Jonathan N. Cooper, P.E.  
Calvin, Giordano & Associates, Inc., as agent for South Broward Hospital District  
("District")

Re: Joe DiMaggio Children's Hospital - Alley Vacation; CGA Project No. 06-5703.16

Mr. Cooper:

This supplement amends the Alley Vacation Concurrence Agreement that I signed today. As consideration and material inducement for me to agree to the alley vacation (the "East Alley"), the District agrees to do the following (all at the District's sole expense) contemporaneously with the vacation of the alley (as described in more detail in your letter to me dated October 28, 2008, and Sheet EX3A of your drawing no. 06-5703, both of which are attached hereto and incorporated herein):

1. Vacate the parking and access easements granted in ORB 29427, Page 1216;
2. Add pavement to the former East Alley area to create 24 feet of back out area;
3. Grant (for the benefit of my property), a perpetual, appurtenant dumpster easement (5 ft. x 5 ft.), including reasonable and practical access to the dumpster by waste management trucks via the access easement replacing the North Alley (described below), with such easement recorded in the public records; and
4. Grant (for the benefit of my property), a perpetual, appurtenant pedestrian (including employees and vendors) access easement (2 ft. x 15 ft.), with such easement recorded in the public records.

Also, as consideration and material inducement for me to agree to the vacation of the East Alley, the District agrees to vacate the public alley (the "North Alley") between my property and the Conins Center to the north, to install new piping/basins/drains in the north part of my property to correct the current drainage problem, and to replace the North Alley with a perpetual, appurtenant pedestrian and vehicular (including commercial vehicles) access easement to/from North 35<sup>th</sup> Avenue (similar in width and location to the North Alley) benefitting my property and the Conins Center (all at the District's sole expense, and all to be accomplished within 3 months after the alley is vacated), with such easement recorded in the public records.

The District will bear all costs of surveying, drawing, and production of legal descriptions in connection with all of the easement mentioned above. All easement documents will be subject to my prior written approval, which shall not be unreasonably conditioned or withheld.

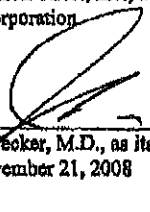
The District's acceptance of this supplement is a material part of my concurrence to the North Alley vacation. Please have the District confirm its agreement with the foregoing by signing

[Continued on next page.]

Nov 21 08 08:05a Received: Mark J. Boulris, P.A. Nov 21 2008 07:06am 305-675-3335 p.4

below and returning a copy to me by fax (954-963-8121) and to Mark J. Boulris, Esq. by fax (305-675-3335).

3449 Johnson Street, Inc., a  
Florida corporation

By:   
J. Craig Wecker, M.D., as its President  
Date: November 21, 2008

Agreed and accepted:  
South Broward Hospital District

By: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 08-DPV-06

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD GRANTING THE REQUEST FOR A VARIANCE, DESIGN AND SITE PLAN APPROVAL FOR THE CONSTRUCTION OF A NEW CHILDREN'S HOSPITAL, CENTRAL ENERGY PLANT, OXYGEN TANK FARM, PEDESTRIAN BRIDGE, AND ASSOCIATED SIGNAGE GENERALLY LOCATED EAST OF NORTH 35 AVENUE, NORTH OF JOHNSON STREET, AND SOUTH OF GARFIELD STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant variances and design review approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Chapter 162, Hollywood Municipal Code of Ordinances, and Section 5.3 of the Zoning and Land Development Regulations; and

WHEREAS, the South Broward Hospital District (the "Applicant"), in File Number 08-DPV-06, applied for a variance, design and site plan approval for the construction of a new Children's Hospital, Central Energy Plant, Oxygen Tank Farm, pedestrian bridge, and associated signage located east of North 35 Avenue, north of Johnson Street, and south of Garfield Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for variances, design and site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on March 12, 2009; and

WHEREAS, the Board reviewed the application for a variance, design and site plan approval for the construction of a new Children's Hospital, Central Energy Plant, Oxygen Tank Farm, pedestrian bridge, and associated signage, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied

Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Boulevard  
Room 315  
Hollywood, FL 33022-9045



the criteria for granting the variances, design and site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1. As to the variance to allow two additional wall signs on the west building elevation, the Board makes the following findings based on the criteria listed in Section 5.3.F.2 of the Zoning and Land Development Regulations:

- a) That the variance is not contrary to the public interest.
- b) That the variance is required due to special conditions.
- c) A literal enforcement of the provisions of Article 8 would result in unnecessary hardship.

2. As to the design approval, the Board makes the following findings based on the criteria set forth in Section 5.3.I.6 of the Zoning and Land Development Regulations:

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.
- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.

- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.
- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.
- j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.
- k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

3. As to the site plan approval, the Board finds that the site plan for the construction of a new Children's Hospital, Central Energy Plant, Oxygen Tank Farm, pedestrian bridge, and associated signage as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans;

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the criteria listed herein for granting variances, the variance to allow two additional wall signs on the west elevation of the new Joe DiMaggio Children's Hospital is hereby granted with the following condition: No wall signage shall be permitted or installed upon the Central Energy Plant or Oxygen Tank Farm Building.

Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design criteria, the design approval is hereby granted based on the plans submitted by the Applicant and reviewed by the Board with the following condition: Applicqué signs located on the west elevation and pedestrian bridge (over North 35 Avenue) shall have the same general opacity, coverage, and coloring of samples submitted to the Office of Planning.

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 08-DPV-06)

Section 3: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, site plan approval for Applicant's portion of the development is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board with the following conditions: i) The traffic improvements listed in Exhibit "B" attached hereto and incorporated herein by reference will be completed prior to the issuance of a temporary Certificate of Occupancy (TC/O) and/or Certificate of Completion (C/C) for the new Joe DiMaggio Children's Hospital; ii) The east buffer wall and landscape areas shall receive a Certificate of Completion (C/C) or (C/O) prior to any of the buildings receiving a temporary Certificate of Occupancy (TC/O) and/or Certificate of Completion (C/C); iii) Previously approved landscape improvements on North 35<sup>th</sup> Avenue associated with the NICU Expansion (06-DPY-109) are completed prior to the issuance of a temporary Certificate of Occupancy (TC/O) and/or Certificate of Completion (C/C) for the new Joe DiMaggio Children's Hospital; iv) Applicant shall install fire hydrants at the end of Hayes and Grant Streets where the streets meet the north/south alley; v) Central Energy Plant and Oxygen Tank Farm deliveries shall take place outside of peak hours; vi) The existing lift arm at the north end of the Executive Building lot shall be removed.

Section 4: That the Office of Planning is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution granting the variance will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 12 DAY OF MARCH, 2009.

RENDERED THIS 2 DAY OF April, 2009.

  
\_\_\_\_\_  
GARY BLOOM, BOARD CHAIR

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

  
\_\_\_\_\_  
DENISE MANOS, BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 08-DPV-06)

LEGAL DESCRIPTION

The East 40 feet of Lot 3 and all of Lots 4 through 6, and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15, and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley, all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley, all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street; all as shown on "HOLLYWOOD HILLS", according to the plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida, and containing a total net area of 219,654 square feet (5.04 acres) more or less.

Exhibit "A"

(DEVELOPMENT REVIEW BOARD  
RESOLUTION NO. 08-DPV-06)

Existing Roadway	Location	Improvement Description	Schedule
N 35 Ave	Taft Street	Add exclusive EB right-turn lane	Completed at time of CO for Project C (Cancer Center) of Phase 2
N 35 Ave	Main Hospital Entrance/ Re-Aligned Hayes Street	Create 4 <sup>th</sup> Leg (East Leg) of signalized intersection. Modify existing signal and add corresponding pedestrian features.	Completed at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
Johnson Street	N. 46 Ave	Add exclusive NB right-turn lane (includes potential new signal, subject to satisfaction of signal warrants as determined by Broward County Traffic Engineering)	Completed at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
N 40 Ave	Johnson Street	Add exclusive EB and SB left turn lanes	A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
N 40 Ave	Taft Street	Add exclusive SB, EB and WB left-turn lanes. Add exclusive NB right-turn lane	Completed at time of CO for Project C (Cancer Center) of Phase 2
North Park Rd	Taft Street	Add exclusive SB right-turn lane.	Completed at time of CO for Project C (Cancer Center) of Phase 2
N 35 Ave	Between Johnson and Garfield Streets	Streetscape Improvements	Completed at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
Area Bus Stops	Bus Shelters at 4 closest stops	Construct new bus shelters	Completed at time of CO for current project – NICU Addition
Bus Bay	Johnson Street-South Side	Construct bus bay at a location designated and where right-of-way is made available by City and Broward County Mass Transit	Completed in Phase 2
N. 35 <sup>th</sup> Avenue	NB approach to Johnson Street – signalized intersection	Add exclusive NB right-turn lane (includes potential new signal, subject to satisfaction of signal warrants as determined by Broward County Traffic Engineering)	Completed at time of CO for Projects A, B, and C-1 (Joe DiMaggio Children's Hospital) of Phase 1

EXHIBIT "B"

**CITY OF HOLLYWOOD**

**CONVEYANCE AGREEMENT**

**THIS AGREEMENT** made and entered in at Hollywood, Broward County, Florida, this 25 day of JUNE, 2009, by and between **CITY OF HOLLYWOOD**, a political subdivision of the State of Florida (hereinafter called "**CITY**"), and **SOUTH BROWARD HOSPITAL DISTRICT**, a Florida special tax district (hereinafter referred to as "**DEVELOPER**").

**WITNESSETH:**

**WHEREAS, DEVELOPER** owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part hereof ("**PROPERTY**"); and

**WHEREAS, DEVELOPER** has requested **CITY** to accept the water facilities to be constructed by **DEVELOPER** necessary to provide potable water services to the "**PROPERTY**", for ownership, operation and maintenance; and

**WHEREAS, CITY** has agreed to accept such facilities;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other, as follows:

I

**DEVELOPER AGREES:**

1. To construct all the necessary water distribution facilities necessary to provide potable water services to the "**PROPERTY**".
2. That the construction of the water distribution facilities shall be in accordance with the plans, specifications and engineering data as prepared by a Florida registered engineer and as approved by all appropriate regulatory agencies, and the **CITY'S** authorized representatives. Said water distribution facilities shall be connected to the **CITY'S** existing systems at the points as specified by the **CITY'S** authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the **CITY'S** Director of Utilities or his/her authorized representative.
3. To retain the services of a Registered Professional Engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.
4. To provide shop drawings and catalog information of the materials and equipment to be installed, for **CITY** approval. No construction shall commence until the shop drawings,

9

plans and specifications are approved in writing by the CITY'S Director of Utilities or his/her authorized representative.

5. A preconstruction meeting with CITY'S Director of Utilities or his/her authorized representative, DEVELOPER, or DEVELOPER'S engineer and contractor shall be held prior to construction commencement.

6. To grant CITY'S representatives free access to the materials and the work site at all times for the purpose of inspecting same.

7. To notify CITY before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by CITY at least forty-eight (48) hours in advance of the time construction will begin or inspections required.

8. At the time when periodic inspections are required, CITY'S authorized representative, together with DEVELOPER'S engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.

9. DEVELOPER, during warranty period shall promptly correct defective work upon notification by the CITY. Should the DEVELOPER fail to do so within seven (7) days after written notice, the CITY may correct and remedy any such deficiency. All direct and indirect costs of the City shall be charged against the DEVELOPER.

10. The DEVELOPER'S obligation to perform and complete the work in accordance with this agreement shall be absolute. Neither any act of acceptance by the CITY nor any failure to do so will constitute a release of the DEVELOPER'S obligation to comply with all requirements set forth in this agreement.

11. CITY shall not be required to provide water or wastewater service, except for construction water, to any area encompassed under this agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by CITY and DEVELOPER has provided as-built drawings and related documentation. Should construction water be required, the DEVELOPER shall pay at the established rate. All construction water shall be metered.

II

Upon completion, approval and acceptance of the work required to be done, **DEVELOPER** shall, without cost to **CITY**:

12. Convey to **CITY** and its successors and assigns by good and sufficient easement deed, in a form satisfactory to **CITY**, a perpetual right, easement and privilege to operate, maintain, repair or replace all water mains, pipes, connections and meters within granted easements, in connection with supplying water service to the inhabitants, occupants and customers in the "PROPERTY" and secure from each mortgagee and lienor a release of interest of said mortgagee and lienor in the easement and fixtures hereon for so long as the easement is used for the operation, maintenance, repair or replacement of water mains, pipes, connections and meters within the easements.

13. Transfer to **CITY** by **BILL OF SALE ABSOLUTE** all **DEVELOPER'S** right, title and interest in and to all of the water mains, connections, pipes, valves, hydrants, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to Paragraph (1) above for the purpose of supplying water service within the "PROPERTY". Said **BILL OF SALE ABSOLUTE** shall be written in such a form as approved and accepted by **CITY**.

14. Furnish **CITY** with an **AFFIDAVIT** that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this agreement have been paid. Said **AFFIDAVIT** shall be written in such a form as approved and accepted by **CITY**.

15. Furnish **CITY** with **RELEASE OF LIENS** from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

16. Furnish **CITY** with a **FINAL RELEASE OF LIEN** releasing all liens which **DEVELOPER** might have on the works/installations. Said **FINAL RELEASE OF LIEN** shall be written in such a form as approved and accepted by **CITY**.

17. Furnish **CITY** with all manufacturers' warranties which **DEVELOPER** might have received or is due to receive on any part of the installations.

18. Furnish **CITY** with a satisfactory warranty or bond guaranteeing installation pursuant to this agreement against defect in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by **CITY**. Said warranty shall be in such a form as agreed by **CITY** and **DEVELOPER**.



19. Furnish CITY with COST LETTER stating the cost of the installations due under this agreement. Said COST LETTER shall be in such a form as approved by CITY.

III

**CITY AGREES:**

20. That upon compliance by DEVELOPER of the requirements set forth in sections I and II of this Agreement to accept the water lines constructed by DEVELOPER, for ownership, operation and maintenance at no cost to the DEVELOPER.

IV

**CITY and DEVELOPER Agree:**

21. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the "PROPERTY."

22. DEVELOPER, its successors and assigns, and the owners and occupants of buildings on "PROPERTY" are hereby prohibited from installing or maintaining any water wells, except for irrigation purposes.

23. CITY, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on "PROPERTY", other than the water service lines and wastewater collection system within easements granted to CITY in accordance with CITY'S rules and regulations;

24. Each customer of water service or wastewater collection service on "PROPERTY" shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter;

25. Any temporary cessation or interruptions of the furnishing of water and wastewater service to the "PROPERTY" at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein or impose liability upon CITY by DEVELOPER, its successors and assigns.

26. This Agreement shall be recorded by DEVELOPER among the public records of Broward County, Florida. When so recorded, owners and occupants of "PROPERTY" connected to or to be connected to said water and wastewater systems of CITY shall be on notice of each and every provision of this Agreement, and this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the "PROPERTY" connected to or to be connected to said water and wastewater systems of

CITY shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

27. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

**FOR CITY:**

Utilities Director  
P.O. Box 229045  
Hollywood, Florida 33022-9045

**FOR DEVELOPER:**

President/CEO  
South Broward Hospital District  
3501 Johnson Street  
Hollywood, Florida 33021

Notice so addressed and sent by certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

28. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Broward County, Florida.

29. That the execution of this Agreement by CITY shall not be construed as a precedent for the acceptance by the CITY of other water and/or sewer facilities constructed or to be constructed by DEVELOPER or others, on other properties.

30. This agreement is intended to supplement the ordinances of the CITY. This agreement is not intended to replace any provisions of, or relieve DEVELOPER of the obligation to fully comply with all ordinances of the CITY. To the extent that any direct conflict arises between the terms of this agreement and the term of any ordinance, the ordinance shall control.

31. In the event court action is instituted to resolve any disputes or disagreements hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered  
in the presence of:

By: [Signature]  
Albert Perez, P.E.

ARR

CITY:

CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

Title: Public Utilities Director

Approved as to form and legality  
for the use and reference of the  
City of Hollywood, Florida only.

[Signature]  
City Attorney, Jeffrey Sheffel

DEVELOPER:

South Broward Hospital District, a Florida special  
tax district

WITNESS: [Signature]

By: [Signature]

WITNESS: [Signature]

Attest: \_\_\_\_\_

Approved as to legal form:

[Signature]  
By: Gary S. Barber  
Senior VP/General Counsel  
South Broward Hospital District

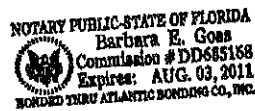
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
June, 2009, by Frank V. Sacco, as President and Chief Executive Officer  
of South Broward Hospital District.

[Signature]  
Notary Public - State of Florida

Print, Type or Stamp Name of Notary Public

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



**EXHIBIT "A"**

**Parcel II:**

All of blocks 46, 47 and 48, the East 1/4 of Lot 13 and the East 1/4 of 24 and all of Lots 14 through 23 inclusive, in Block 82; the East 1/4 of Lot 13 and the East 1/4 of Lot 24 and all of Lots 14 through 23 inclusive, in Block 83; the East 1/4 of Lot 13 and the East 1/4 of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; and Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;

THENCE North 89°59'26" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

THENCE North 45°00'43" East, 13.17 feet;

THENCE South 89°59'20" East, 3.89 feet;

THENCE North 00°00'40" East, 3.89 feet;

THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and the West right-of-way line of North 35th Street;

THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.0044 acres more or less:

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

**LAND DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
JOE DIMAGGIO REZONING PARCEL  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

**Parcel 1:**


The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northernly projection of the West line of said East 40 feet of Lot 3 and the Southernly projection of the East line of said Lot 3; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

**LESS AND EXCEPT the following described strip of land:**

The East 35.0 feet of Lot 31 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 15; together with the East 35.0 feet of Lots 5 and 33 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 16; together with the East 35.0 feet of Lots 5 and 33 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 17; together with the East 35.0 feet of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total net area of 191,997 square feet (4.4076 Acres) more or less.

CALVIN GIORDANO AND ASSOCIATES, INC.

 Date: 6-25-07  
Gregory J. Clements  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

Program:  
CALVIN GIORDANO & ASSOCIATES, INC.  
1400 15th Street, Suite 400  
Ft. Lauderdale, Florida  
33304  
Phone: 754-561-1200  
E-Mail: calvin@calvinandgreg.com

Lot 32 in Block 16 of HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

a/k/a 3418 Hayes Street, Hollywood, Florida 33021

This document prepared by  
and return to:

Tracy H. Lautenschlager, Esq.  
Greenberg Traurig  
401 East Las Olas Boulevard, Suite 2000  
Ft. Lauderdale, FL 33301

**DECLARATION OF UNITY OF TITLE**

KNOW ALL MEN BY THESE PRESENTS that pursuant to the ordinances of the City of Hollywood pertaining to zoning, the issuance of building permits, and regulating building construction activities, the undersigned, being the fee owner(s) of the following described real property situated in the City of Hollywood ("City"), County of Broward, and State of Florida, do hereby make the following declaration of conditions, limitations, and restrictions on said lands, hereinafter to be known and referred to as DECLARATION OF UNITY OF TITLE ("Declaration"), as to the following particulars:

1. That the undersigned is the owner(s) in fee simple of the properties described on Exhibits "A" and "B" and "B-1."

**Folio Numbers:**

514207021090	514207011110
514207021110	514207011500
514207021150	514207011260
514207031910	514207011271
514207032070	514207011280
514207032240	514207011270
514207032380	514207032390

514207011471; and

**Portions of the Following Folio Numbers:**

514207011510	514207011250
514207011690	514207011290
514207011480	514207011130

2. That the aforesaid plot or combination of separate lots, plots, parcels, or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site (hereinafter referred to as "Property").
3. That said Property, for the purpose of building, zoning and other applicable codes and regulations shall be sold, assigned, transferred, conveyed, or devised except in its entirety as one plot or parcel of land; provided, however, that recordation of mortgage on any portion of the Property shall not be deemed to be in contravention of this Declaration.
4. The undersigned further agrees that this Declaration shall constitute a covenant running with the land, as provided by law, and shall be binding upon the

undersigned, their successors and assigns, and all parties claiming under them until such time as the same may be released in writing under the order of the City Commission.

- 5. The undersigned also agrees that this instrument shall be recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the said Property owner has signed and sealed these presents this 17 day of August, 2009.

Signed, sealed and delivered in the presence of

SOUTH BROWARD HOSPITAL DISTRICT, a Florida independent special tax district and unit of local government

Sharon R. Mecca  
Name printed:

By Frank V. Sacco  
Name: Frank V. Sacco  
Title: President/Chief Executive Officer  
Address: 3501 Johnson Street Hollywood, FL 33021

Liliana M. Salgado  
Name printed:

APPROVED AS TO LEGAL FORM:

By: Barry S. Barber  
Title: Senior Vice President/General Counsel  
Date: 8/14/2009

STATE OF Florida )  
COUNTY OF Broward ) SS:

The foregoing instrument was acknowledged before me this 17 day of Aug., 2009, by Frank V. Sacco as President + CEO of SOUTH BROWARD HOSPITAL DISTRICT. He/~~she~~/they personally appeared before me, is/~~are~~ personally known to me or produced \_\_\_\_\_ as identification, and [~~did~~] [did not] take an oath.

[NOTARIAL SEAL]

Notary: Sharon R. Mecca  
Print Name: Sharon R. Mecca  
Notary Public, State of Florida

My commission expires: \_\_\_\_\_  
FTL 107.092,236 v3 6-18-09

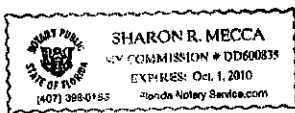




EXHIBIT "A"

Parcel II:

All of blocks 46, 47 and 48, the East 1/2 of Lot 13 and the East 1/2 of 24 and all of Lots 14 through 23 inclusive, in Block 82; the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23 inclusive, in Block 83; the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; and Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12.

THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

THENCE North 45°00'43" East, 13.17 feet;

THENCE South 89°59'20" East, 3.89 feet;

THENCE North 00°00'40" East, 3.89 feet;

THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and the West right-of-way line of North 35th Street.

THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.0044 acres more or less.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

Exhibit "B"

LAND DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
JOE DIMAGGIO REZONING PARCEL  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

Parcel i:

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 3; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

LESS AND EXCEPT the following described strip of land:

The East 35.0 feet of Lot 31 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 15; together with the East 35.0 feet of Lots 5 and 33 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 16; together with the East 35.0 feet of Lots 5 and 33 and the East 35.0 feet of the adjoining 15.0 foot alley in Block 17; together with the East 35.0 feet of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total net area of 191,997 square feet (4.4076 Acres) more or less.

CALVIN GIORDANO AND ASSOCIATES, INC.

*Gregory J. Giordano* Date: 6-25-07

Gregory J. Giordano  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

© 2007  
CALVIN GIORDANO AND ASSOCIATES, INC.  
10000 NW 15th Avenue, Suite 100  
Hollywood, Florida 33021  
305-966-1100  
www.giordano.com  
If Printed, This Sheet is the Property of CALVIN GIORDANO AND ASSOCIATES, INC.

**Exhibit "B-1"**

Lot 32 in Block 16 of HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida.

a/k/a 3418 Hayes Street, Hollywood, Florida 33021

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(Space above this line reserved for recording office use)

## DOCUMENT COVER PAGE

**Document Title:**            **FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN SOUTH BROWARD HOSPITAL DISTRICT  
AND CITY OF HOLLYWOOD RELATING TO FUTURE  
HOSPITAL DISTRICT DEVELOPMENT**

Return To:

GREENBERG TRAUIG, P.A.  
TRACY H. LAUTENSCHLAGER, Esq.  
Greenberg Traurig, P.A.  
401 East Las Olas Boulevard  
Suite 2000  
Fort Lauderdale, Florida 33301

FTL 107,431,843v1 9-1-09

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10

12-2009-112  
7-11-0

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT

Between

SOUTH BROWARD HOSPITAL DISTRICT

And

CITY OF HOLLYWOOD

Relating to

FUTURE HOSPITAL DISTRICT DEVELOPMENT

This First Amendment to Interlocal Agreement is entered into this 24 day of August, 2009, by and between the South Broward Hospital District, an independent special tax district and unit of local government, established pursuant to Chapter 24415, Laws of Florida (1947), as amended (the "District Charter"), and Section 165.031, Florida Statutes (2005) (hereinafter the "District") and the City of Hollywood, a Florida municipal corporation (hereinafter the "City").

**WITNESSETH:**

WHEREAS, the City and the District entered into that certain "Interlocal Agreement relating to Future Hospital District Development," which was approved by the City Commission on July 3, 2007 ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement addressed the creation of the HD District Memorial Hospital Master Plan, which Master Plan was submitted to the City and is being implemented by the District as required by the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement required that the District analyze and address the impacts to public facilities and services associated with the projects described on the Master Plan; and

WHEREAS, the traffic impacts of the Master Plan Phase 1 and 2 projects were analyzed and a "Road Improvements Schedule" was approved as Exhibit 5 to the Interlocal Agreement to mitigate the traffic impacts of such projects; and

WHEREAS, the Interlocal Agreement contemplated the completion of a neighborhood traffic analysis to review the Road Improvements Schedule; and

WHEREAS, the neighborhood traffic analysis contemplated by paragraph 11(c) of the Interlocal Agreement has been completed, and the report recommends certain changes to the Road Improvements Schedule for the Memorial Regional Hospital Master Plan; and

WHEREAS, the recommendations of the neighborhood traffic analysis and the revised Road Improvements Schedule, attached hereto, are acceptable to the District; and

WHEREAS, the City and the District are willing to revise the "Road Improvements Schedule," as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the District and the City hereby agree as follows:

1. The "whereas" clauses set forth above are true and correct and incorporated herein by reference.

2. Exhibit 5 to the Interlocal Agreement is hereby deleted and replaced by Revised Exhibit 5, "Revised Road Improvements Schedule," attached hereto and incorporated herein by reference.

3. Except as specifically modified by this First Amendment, all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

4. Miscellaneous Provisions.

a) Governing Law - This First Amendment shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws.

b) Entire Agreement - This First Amendment, together with the exhibits and attachments hereto, contains all of the promises, agreements, conditions, inducements and understandings between City and District concerning the matters addressed herein, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments hereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

c) Waiver, Modification - No covenant, agreement, term or condition of this First Amendment shall be changed, modified, altered, waived or

terminated except by a written instrument of change, modification, alteration, waiver or termination executed by the parties hereto. No waiver of any default shall affect or alter this First Amendment, but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent default.

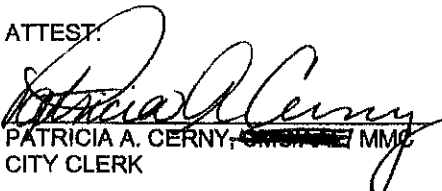
- d) **Invalidity of Certain Provisions** - If any provision of this First Amendment or the application thereof to any person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this amendment, and the application of such provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law.
- e) **Agreement Negotiated by Both Parties** - The parties recognize and acknowledge that they both participated, with the assistance of respective counsel in negotiation and preparation of this First Amendment and neither party shall have any negative inference or presumption raised against it for having drafted the agreement.
- f) **Successors and Assigns** - The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, City and District and, except as otherwise provided herein, their respective permitted successors and permitted assigns.
- g) **Nonliability of Officials and Employees** - No member, officer, director, stockholder, partner, elected or appointed official or employee of City or District shall be personally liable to District, or City, as the case may be, or any successor in interest, in the event of any default or breach by a party or for any amount or obligation which may become due to the other party or successor under the terms of this First Amendment; and, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, or under or by reason of the obligations, covenants or agreements contained in this agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this agreement.
- h) **No Third Party Beneficiaries** - Nothing in this First Amendment shall confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this agreement.

IN WITNESS WHEREOF, City and District, intending to be bound, have executed this Agreement as of the following date:

**CITY**

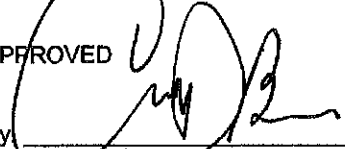
CITY OF HOLLYWOOD, a Florida municipal corporation


ATTEST:

  
PATRICIA A. CERNY, ~~CITY CLERK~~ MMC  
CITY CLERK

By:   
PETER BOBER, MAYOR

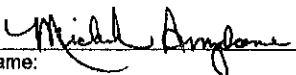
APPROVED AS TO FORM & LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD ONLY.

APPROVED  
  
By: CAMERON OLD BENSON  
CITY MANAGER OR HIS DESIGNEE

By:   
JEFFREY P. SHEFFEL, ESQ.  
CITY ATTORNEY

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2009, by Peter Bober as Mayor of the City of Hollywood, Florida, on behalf of the City. He/she is personally known to me or produced as identification.

  
Name: \_\_\_\_\_

Notary Public, State of Florida

(Notary Seal)





**DISTRICT**

Witnesses:

SOUTH BROWARD HOSPITAL  
DISTRICT

Sharon R. Mecca  
Name printed: Sharon R. Mecca

By Frank V. Sacco  
Title: CEO  
Date: 8/5/09

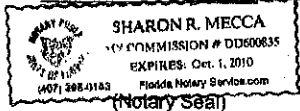
Elizabeth T. Hraga  
Name printed: Elizabeth T. Hraga

APPROVED AS TO LEGAL FORM:

By: Kathy S. Barber  
Title: Senior VP/General Counsel  
Date: 7/23/09

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

The foregoing instrument was acknowledged before me this 5 day of August, 2009, by Frank V. Sacco as President + CEO of the South Broward Hospital District, on behalf of the District. He/she is personally known to me or produced ~~an identification.~~



Sharon R. Mecca  
Name:

Notary Public, State of Florida

FTL 107,365,385 v1 6-26-09

**MEMORIAL REGIONAL HOSPITAL - JOE DIMAGGIO CHILDREN'S HOSPITAL EXPANSION****SUMMARY OF TRANSPORTATION RELATED IMPROVEMENTS BY PHASE***Revised July 15, 2009*

<u>Existing Roadway</u>	<u>Location</u>	<u>Improvement Description</u>	<u>Schedule</u>
N. 35 <sup>th</sup> Avenue	Main Hospital Entrance/ Re-Aligned Hayes Street	Create 4 <sup>th</sup> Leg (East Leg) of signalized intersection. Modify existing signal and add corresponding pedestrian features.	Completed at time of CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1 <i>See footnote<sup>1</sup></i>
N. 35 <sup>th</sup> Avenue	NB approach to Johnson Street - signalized intersection	Add exclusive NB right-turn lane (Includes potential new signal, subject to satisfaction of signal warrants as determined by Broward County Traffic Engineering)	Completed at time of CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1
N. 40 <sup>th</sup> Avenue	Johnson Street	Add exclusive EB and SB left turn lanes. Add landscaping where right-of-way is available	Completed at time of CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1
N. 40 <sup>th</sup> Avenue	Taft Street	Construct a single-lane roundabout. Close Yale Drive connection	Completed at time of CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1
Johnson Street	N. 40 <sup>th</sup> Avenue to West Hospital property limits (proposed garage access ways)	Widen EB approach to provide longer EB left-turn lane to serve hospital inbound garage access ways.	Completed at time of CO for Project H (New Parking Garage) in Phase 1
Johnson Street	West hospital campus (either E of 38 <sup>th</sup> Ave. at proposed garage access ways or at existing ER driveway).	Construct new traffic signal and systems communications (Interconnect) (subject to satisfaction of signal warrants as determined by Broward County Traffic Engineering); close 38 <sup>th</sup> Avenue connection & landscape.	Traffic signal - Completed at time of CO for Project H (New Parking Garage) in Phase 1 38 <sup>th</sup> Avenue closure - Completed at time of CO for Projects A and B (Joe DIMaggio Children's Hospital)
Johnson Street	West hospital property limits (proposed garage access ways) to 35 <sup>th</sup> Ave.	Convert to outbound WB turn lanes (right-turn lanes and striped out areas) to functional WB shared thru/right lane.	Completed at time of CO for Project H (New Parking Garage) in Phase 1
N. 35 <sup>th</sup> Avenue	Between Johnson and Garfield Streets	Streetscape Improvements	Completed at time of CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1

<sup>1</sup> All schedule references to "CO for Projects A, B and C-1 (Joe DIMaggio Children's Hospital) of Phase 1" mean that the listed improvements must be completed prior to issuance of a CO for the earliest of Projects A, B or C-1 for which a CO is requested.

Memorial Regional Hospital - Joe DiMaggio Children's Hospital Expansion  
 Summary of Transportation Related Improvements by Phase

Page 2

Revised July 15, 2009

<u>Existing Roadway</u>	<u>Location</u>	<u>Improvement Description</u>	<u>Schedule</u>
Johnson Street	Park Road	Construct dual EB and WB turning lanes (pavement improvements only). New lanes to be striped out until signal modifications are warranted.	Completed at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
Johnson Street	Between 46 <sup>th</sup> Ave. & Park Road	Fund for Circular Driveway Program - \$90,000	Funded at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1

Pedestrian and Transit Improvements

Area Bus Stops	Bus Shelters at 4 closest stops	Construct new bus shelters.	Shelter on Johnson Street at 38 <sup>th</sup> Ave - Completed at time of CO for current project NICU Addition  Shelters on east and west sides of 36 <sup>th</sup> Avenue and Johnson Street at CEP - Completed 18 months following commencement of Joe DiMaggio Children's Hospital building construction but no later than CO for Joe DiMaggio Children's Hospital.
Bus Bay	Johnson Street-South side	Construct bus bay at a location designated and where right-of-way is made available by City and Broward County Mass Transit	Completed at time of CO for Projects A, B and C-1 (Joe DiMaggio Children's Hospital) of Phase 1
Shuttle Service		Shuttle Service for Employees	Continue existing service and analyze feasibility of expanding ridership

RESOLUTION NO R-2009-236

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, ACCEPTING THE FINDINGS AND RECOMMENDATIONS OF THE MEMORIAL HOSPITAL SUPPLEMENTAL TRAFFIC REVIEW AS PREPARED BY MILLER-LEGG & ASSOCIATES, JULY 1, 2009; AND APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN SOUTH BROWARD HOSPITAL DISTRICT AND CITY OF HOLLYWOOD RELATING TO FUTURE HOSPITAL DISTRICT DEVELOPMENT WHICH INCORPORATES THE RECOMMENDATIONS INTO THE MEMORIAL HOSPITAL DEVELOPMENT MASTER PLAN.

WHEREAS, in 2007, the City Commission passed and adopted Resolution No. R-2007-221 which approved the execution of an Interlocal Agreement with the South Broward Hospital District relating to the future development of the hospital district; and

WHEREAS, in accordance with the Interlocal Agreement the parties had a secondary traffic study done by an outside consultant, Miller-Legg & Associates, to evaluate and maximize the transportation value for each of the roadway improvement projects provided for traffic mitigation, and

WHEREAS, the Miller-Legg Supplemental Traffic Study has identified certain alternative intersection improvements at specific locations providing additional benefits and reducing neighborhood impacts; and

WHEREAS, the additional construction costs projected for the modified intersection improvement plans are acceptable to Memorial Hospital; and

WHEREAS, school related traffic operational recommendations shall be coordinated between the City, Broward County Traffic Engineering and the School Board of Broward County; and

WHEREAS, modifications to the transit improvements were also identified to resolve constructability conflicts associated with the Hospital's expansion plans and construction operations; and

1

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.  
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 5 day of August 2009  
[Signature] City Clerk

WHEREAS, in accordance with the Interlocal Agreement, the current interlocal Agreement needs to be amended to incorporate the recommendations to the Road Improvements Schedule for the Memorial Regional Hospital Master Plan which are attached hereto as Revised Exhibit 5, "Revised Road Improvements Schedule";

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

Section 1 That it hereby accepts the findings and recommendations of the Memorial Hospital Supplemental Traffic Review as prepared by Miller-Legg & Associates, July 1, 2009

Section 2: That it hereby approves and authorizes the appropriate City officials to execute the attached First Amendment to the Interlocal Agreement between South Broward Hospital District and City of Hollywood, together with such non material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney

Section 3 That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of July, 2009

  
PETER BOBER, MAYOR


ATTEST

  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

  
JEFFREY SHEFFEL  
CITY ATTORNEY

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.  
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 5 day of August 2009  
  
City Clerk

Work Request No. \_\_\_\_\_

Sec. \_\_, Twp \_\_ S, Rge \_\_ E

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/04

**EASEMENT**

This Instrument Prepared By

Name: Steven Benverd  
Co. Name: Florida Power & Light Company  
Address: 4000 Davis Road Ext.  
Hollywood, FL 33024

pg \_\_\_\_ of \_\_\_\_

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Clerk Court

Exhibit A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on October 6, 2009

Signed, sealed and delivered in the presence of:

Sharon R. Mecca  
(Witness Signature)

Print Name: Sharon R. Mecca  
(Witness)

Linda M. Cerreta  
(Witness Signature)

Print Name: LINDA M. CERRETA  
(Witness)

South Broward Hospital District

By: [Signature]  
(President's signature)

Print Name: Frank V. Sacco

Print Address: 3501 Johnson Street  
Hollywood, FL 33021

Attest: [Signature]  
(Secretary's signature)

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

(Corporate Seal)

STATE OF Florida AND COUNTY OF Broward The foregoing instrument was acknowledged before me this 6 day of October, 2009 by Frank V. Sacco, and \_\_\_\_\_ respectively the President and Secretary of South Broward Hospital District a Special Tax District corporation, on behalf of said corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath. <sup>15</sup>

My Commission Expires:

Sharon R. Mecca  
Notary Public, Signature  
Print Name Sharon R. Mecca



APPROVED AS TO FORM

[Signature]  
Gary S. Barber, Senior VP/ General Counsel  
South Broward Hospital District

6)

**LEGAL DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
FLORIDA POWER AND LIGHT EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a vacated 15.0 foot alley as recorded in Official Records Book 45964, Page 1348, of the Public Records of Broward County, Florida, and a portion of Lot 27, Block 15, all in "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Lot 3, Block 15 of said plat;

THENCE North 01°37'10" West, a distance of 130.01 feet to the **POINT OF BEGINNING**;

THENCE continue North 01°37'10" West on said line, a distance of 10.00 feet a point on the South line of a 8 foot Florida Power and Light Easement as recorded in Official Records Book 3787, Page 91, of the Public Records of Broward County, Florida,;

THENCE North 88°22'09" East, on said South line and on the South lines of Lots 31 thru 33 of said Block 15, a distance of 140.00 feet to the Southeast corner of said Lot 31;

THENCE South 01°37'55" East, a distance of 10.00 feet;

THENCE South 88°22'05" West, a distance of 140.00 feet to the **POINT OF BEGINNING**;

**TOGETHER WITH:**

**COMMENCING** at the Southwest corner of Lot 30, Block 15 of said plat;

THENCE North 88°22'09" East, on the South lines of Lots 28 thru 30 of said Block 15, a distance of 149.99 feet to the Southwest corner of Lot 27 of said Block 15, said point also being the **POINT OF BEGINNING 2**;

THENCE North 64°48'46" East, a distance of 15.19 feet;

THENCE South 13°52'00" East, a distance of 6.17 feet to the South line of said Lot 27;

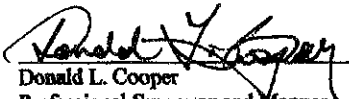
THENCE South 88°22'09" West, on said South line a distance of 15.25 feet to the **POINT OF BEGINNING 2**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing a net area of 1,445 square feet ( 0.033 acres), more or less.

**NOTES:**

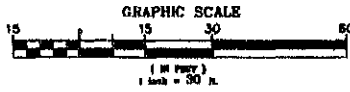
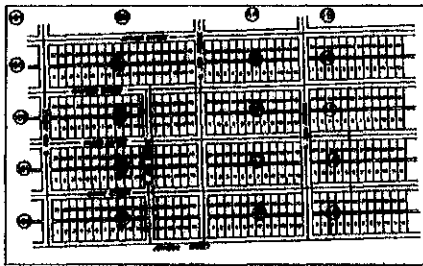
1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
3. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

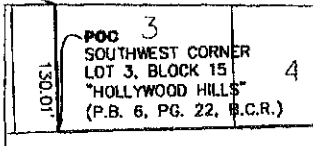
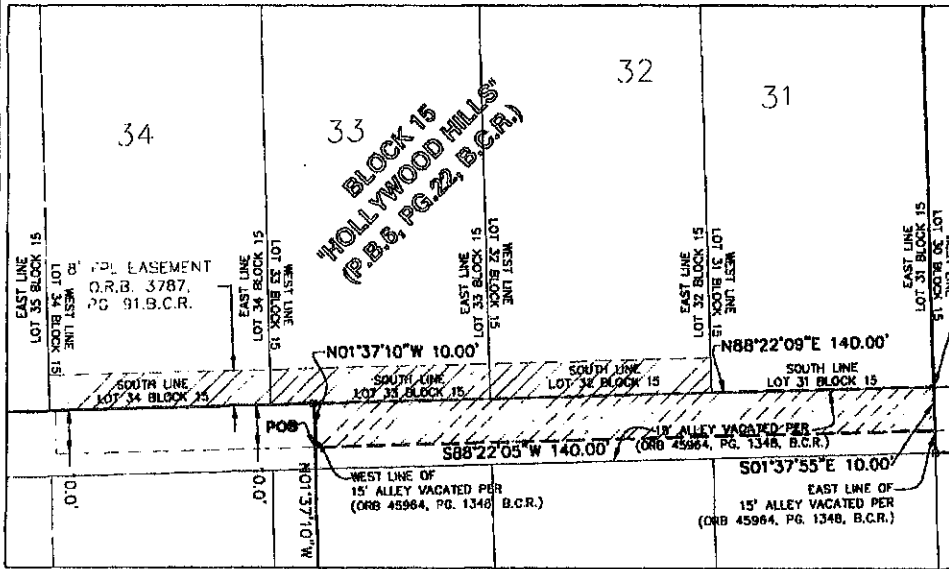


## SKETCH OF DESCRIPTION MEMORIAL REGIONAL HOSPITAL FLORIDA POWER & LIGHT CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 NVAL = NON-VEHICULAR ACCESS LINE  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 R/W = RIGHT OF WAY  
 SQ.FT. = SQUARE FEET

**LOCATION MAP**  
NOT TO SCALE

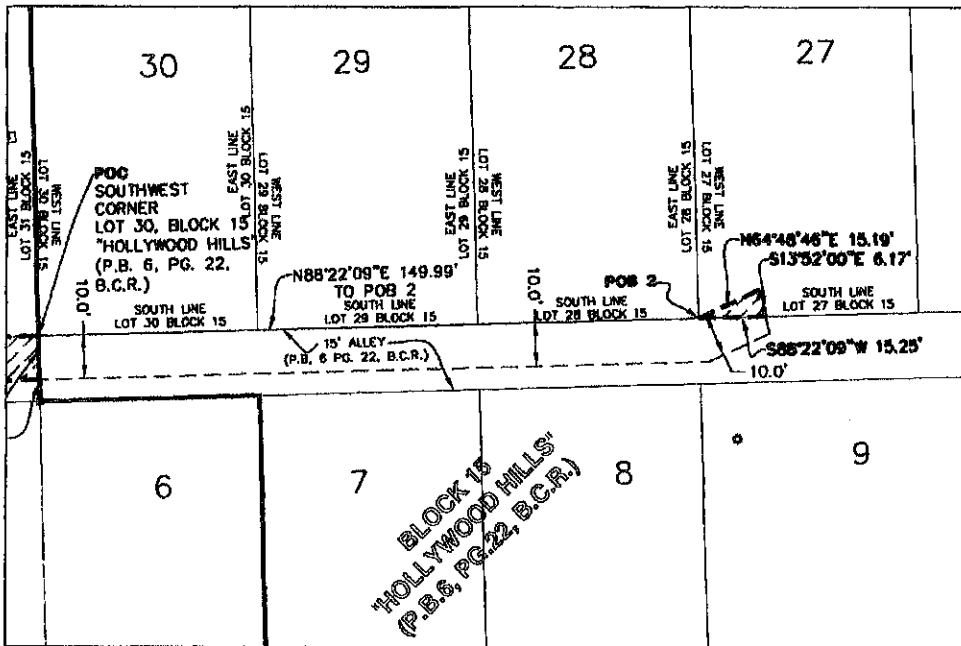
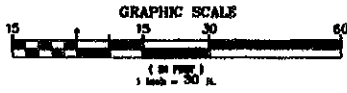


**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS  
 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954.931.2781 • Fax: 954.921.8967  
 Certificate of Accreditation 004

**MEMORIAL REGIONAL HOSPITAL  
 FP&L EASEMENT  
 HOLLYWOOD, BROWARD COUNTY, FL**

SCALE	PROJECT NO.	SHEET
1"=30'	06-5705	3
DATE	DWG FILE	OF
09/14/2009		4

**SKETCH OF DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
FLORIDA POWER & LIGHT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Olive Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 • Fax: 954.921.8807  
Certificate of Authorization 046

**MEMORIAL REGIONAL HOSPITAL  
FP&L EASEMENT  
HOLLYWOOD, BROWARD COUNTY, FL**

SCALE 1"=30'	PROJECT NO. 06-5705	SHEET <b>4</b>
DATE 09/14/2005	DWG FILE	OF 4

2

Work Request No. \_\_\_\_\_  
Sec. \_\_, Twp \_\_ S, Rge \_\_ E  
Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)  
Form 3722 (Stocked) Rev. 7/04

**EASEMENT**

This Instrument Prepared By

Name: Steven Bernard  
Co. Name: Florida Power & Light Company  
Address: 4900 Davis Road Ext.  
Hollywood, FL 33024  
pg \_\_\_\_ of \_\_\_\_

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

Exhibit A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land hereinafter described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on October 6, 2009

Signed, sealed and delivered in the presence of:  
Sharon R. Mecca  
(Witness Signature)  
Print Name: Sharon R. Mecca  
(Witness)  
Linda M. Cerreta  
(Witness Signature)  
Print Name: LINDA M. CERRETA  
(Witness)

South Broward Hospital District  
(Corporate Name)  
By: Frank V. Sacco  
(President's Signature)  
Print Name: Frank V. Sacco  
Print Address: 3501 Johnson Street  
Hollywood, FL 33001  
Attest: \_\_\_\_\_  
(Secretary's Signature)  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_  
(Corporate Seal)

STATE OF Florida AND COUNTY OF Broward. The foregoing instrument was acknowledged before me this 6 day of October, 2009, by Frank V. Sacco, and \_\_\_\_\_, respectively the  President and \_\_\_\_\_ Secretary of South Broward Hospital District Special Tax District corporation, on behalf of said corporation; who are personally known to me or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath. 15

My Commission Expires:

Sharon R. Mecca  
(Notary Public Signature)  
Print Name Sharon R. Mecca



Gary S. Barber  
Approved as to Form  
Gary S. Barber  
Senior VP / General Counsel  
South Broward Hospital District

(5)

**LEGAL DESCRIPTION  
MEMORIAL REGIONAL HOSPITAL  
FLORIDA POWER AND LIGHT EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lots 32 thru 37 of Block 17 and a portion of a vacated 15.0 foot alley within said block as recorded in Official Records Book 45964, Page 1348, of the Public Records of Broward County, Florida, all in "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCING** at the Northwest corner of Lot 37, said Block 17;

THENCE South 32°28'22" East, a distance of 141.89 feet to the **POINT OF BEGINNING**;

THENCE South 89°02'30" East, a distance of 49.08 feet;

THENCE North 87°23'40" East, a distance of 143.91 feet;

THENCE North 04°34'26" West, a distance of 10.78 feet;

THENCE North 85°25'34" East, a distance of 11.50 feet;

THENCE South 04°28'24" East, a distance of 3.65 feet;

THENCE South 50°34'55" East, a distance of 11.16 feet;

THENCE North 87°14'20" East, a distance of 3.07 feet;

THENCE South 02°45'40" East, a distance of 3.90 feet to a point on the South line of said Lot 32;

THENCE South 88°22'09" West on said South lot line, a distance of 38.37 feet to the West line of said Lot 32;

THENCE South 01°40'26" East on the East line of said Vacated 15 foot alley, a distance of 6.86 feet;

THENCE South 87°14'20" West, a distance of 7.03 feet;

THENCE South 87°25'26" West, a distance of 121.35 feet;

THENCE North 89°02'30" West, a distance of 49.39 feet;

Prepared by:

CALVIN, GIORDANO AND ASSOCIATES, INC.

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

Last revised October 29, 2008

P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEYL\Legal Descriptions\065705-V-SD-BSMT-PP&L NORTH.doc

SHEET 1 OF 4

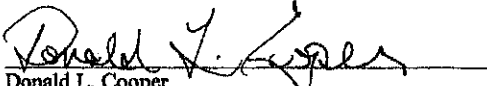
THENCE North 00°57'30" East, a distance of 10.00 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 2,072 square feet (0.0476 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

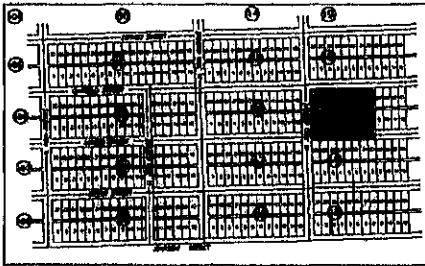
**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Last revised October 29, 2008  
P:\Projects\2006\063705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\063705-V-SD-ESMT-PP&L NORTH.doc

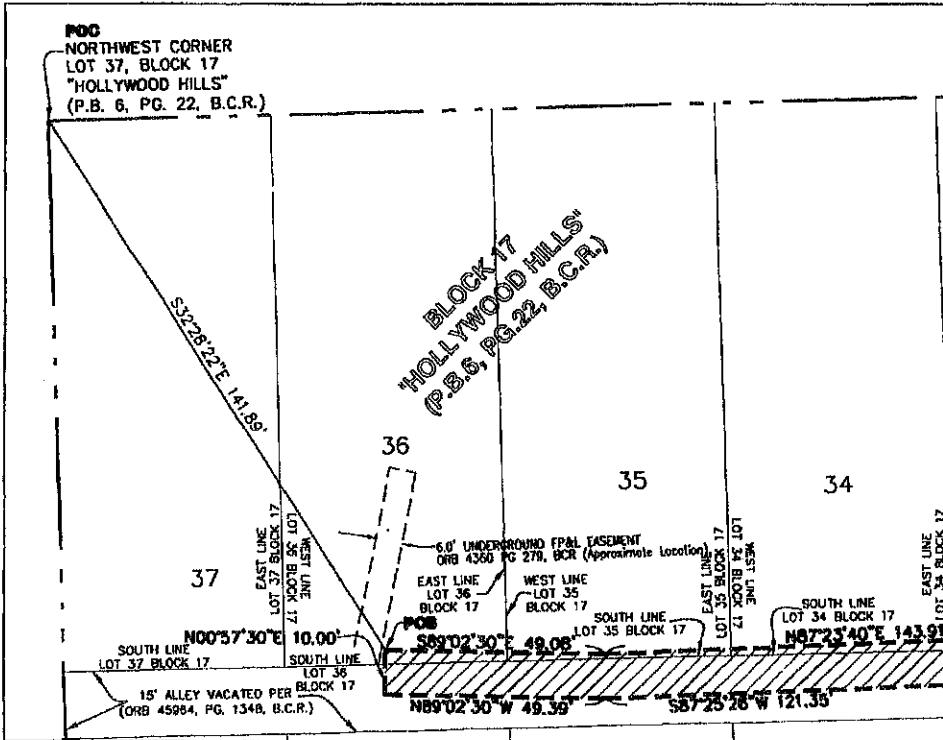
SHEET 2 OF 4

SKETCH OF DESCRIPTION  
 MEMORIAL REGIONAL HOSPITAL  
 FLORIDA POWER & LIGHT  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 NVAL = NON-VEHICULAR ACCESS LINE  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 R/W = RIGHT OF WAY  
 SQ.FT. = SQUARE FEET

LOCATION MAP  
 NOT TO SCALE



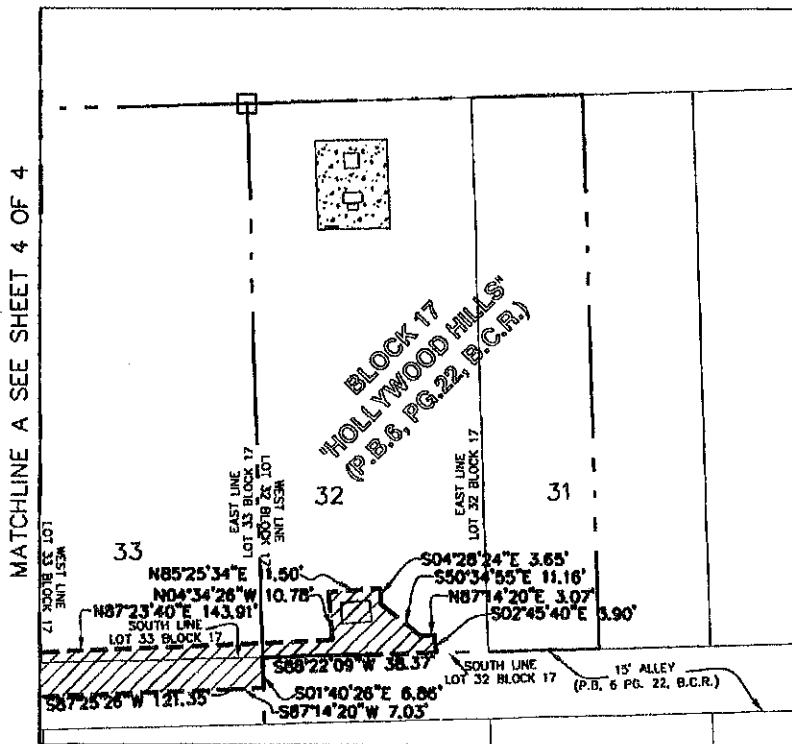
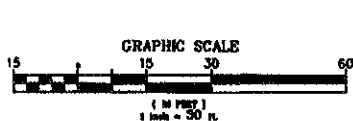
**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS  
 1800 Elber Drive, Suite 100, Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 • Fax: 954.921.8807  
 Certificate of Authorization S14

**MEMORIAL REGIONAL HOSPITAL**  
**FP&L EASEMENT**  
 HOLLYWOOD, BROWARD COUNTY, FL

SCALE	PROJECT No	SHEET
1"=30'	06-5705	
DATE	CAD FILE	3
09/14/2009		

OF 4

SKETCH OF DESCRIPTION  
 MEMORIAL REGIONAL HOSPITAL  
 FLORIDA POWER & LIGHT  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS  
 1900 Eller Drive, Suite 100, Fort Lauderdale, Florida 33316  
 Phone: 954.921.2771 • Fax: 954.921.8907  
 Certificate of Authorization: 614

**MEMORIAL REGIONAL HOSPITAL  
 FP&L EASEMENT  
 HOLLYWOOD, BROWARD COUNTY, FL**

SCALE  
 1"=30'  
 DATE  
 09/14/2009

PROJECT No  
 06-5705  
 CAD FILE

SHEET  
**4**  
 of 4

**EASEMENT**

THIS INDENTURE made this 11<sup>th</sup> day of November, 2009, between SOUTH BROWARD HOSPITAL DISTRICT, a Political Subdivision of the State of Florida whose post office address is 3501 Johnson Street, Hollywood, Florida 33021 (the "party of the first part"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020 (the "party of the second part");

**WITNESSETH:**

WHEREAS, the party of the first part is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the party of the second part desires a bus shelter easement on, over and across the Property; and

WHEREAS, the party of the first part is willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority for the above-stated purpose and for other appropriate purposes incidental thereto and does hereby grant a perpetual easement on, over and across the Property for such purposes.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed the day and year first above written.

**WITNESSES:**

Sign: Sharon R. Mecca

Print: Sharon R. Mecca

Sign: Elizabeth T. Hraga

Print: Elizabeth T. Hraga

**PROPERTY OWNER:**

By: Frank V. Sacco

Frank V. Sacco, President & CEO  
Print Name and Title

**APPROVED AS TO LEGAL FORM:**

Stuart Hopen  
Stuart Hopen, Deputy General Counsel  
South Broward Hospital District



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Nov, 2007, by  
Frank V. Sacco as President & CEO of South Broward Hospital District.



Sharon R. Mecca  
Notary Public  
Print: Sharon R. Mecca  
Commission No.: \_\_\_\_\_

My commission expires:

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

**LEGAL DESCRIPTION  
BUS SHELTER AND LANDING PAD EASEMENT  
PORTION OF LOT 35 BLOCK 15 AND  
PORTION OF GRANT STREET LYING BETWEEN BLOCKS 15 AND 16  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

Portion of Lot 35, Block 15 and Portion of a Grant Street, lying between Blocks 15 and 16 of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 1, of said Block 15 said corner being on the intersection of the North right-of-way line of Johnson Street and the East right-of-way line of the North 35<sup>th</sup> Avenue;

THENCE North 01°37'10" West on the West line of said Block 15 and on said East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 233.38 feet to a point on the East line of said Lot 35 and the POINT OF BEGINNING;

THENCE continue North 01°37'10" West on said West line of said Block 15 and said East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 42.00 feet;

THENCE North 88°22'50" East on a line perpendicular to the last course, a distance of 11.48 feet;

THENCE South 01°37'10" East, a distance of 20.50 feet;

THENCE South 88°22'50" West, a distance of 8.50 feet;

THENCE South 01°37'10" East, a distance of 21.50 feet;

THENCE South 88°22'50" West, a distance of 2.98 feet to a point on said West line of said Lot 35, Block 15 and said East right-of-way line of North 35<sup>th</sup> Avenue to the POINT OF BEGINNING.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 299 square feet, more or less.

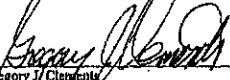
**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

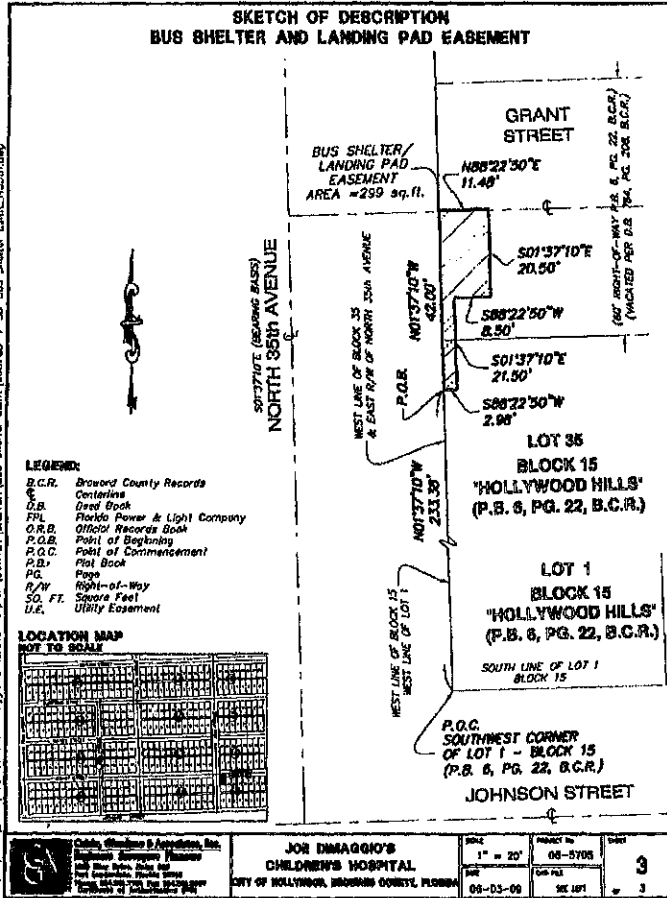
Prepared By:  
CALVIN GORDANO AND ASSOCIATES, INC.  
1800 E. Las Olas, Suite 200  
Fort Lauderdale, Florida 33316  
October 20, 2009  
Project: 109021458 For O'Higgins Childrens Hospital SURVEY Legal Description 053709-Bus Shelter A Landing Easement\_01.dwg  
Sheet 1 of 3 Sheets

2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of North 35<sup>th</sup> Avenue with said line having an assumed bearing of South 01°37'10" East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN GIORDANO AND ASSOCIATES, INC.

  
Date: 10-20-09  
Gregory J. Clemente  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

Prepared By:  
CALVIN GIORDANO AND ASSOCIATES, INC.  
1800 Eber Drive, Suite 600  
Fort Lauderdale, Florida 33316  
October 20, 2009  
P:\Projects\2009\065703 Joe DiMaggio Childrens Hospital\SURVEY\Legal Description\065703-Drw Shelter & Landing Easement\_Grow  
Sheet.docx



2

**EASEMENT**

THIS INDENTURE made this 11<sup>th</sup> day of November, 2009, between SOUTH BROWARD HOSPITAL DISTRICT, a Political Subdivision of the State of Florida whose post office address is 3501 Johnson Street, Hollywood, Florida 33021 (the "party of the first part"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020 (the "party of the second part");

**WITNESSETH:**

WHEREAS, the party of the first part is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the party of the second part desires a bus shelter easement on, over and across the Property; and

WHEREAS, the party of the first part is willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority for the above-stated purpose and for other appropriate purposes incidental thereto and does hereby grant a perpetual easement on, over and across the Property for such purposes.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed the day and year first above written.

**WITNESSES:**

Sign: Sharon R Mecca  
Print: Sharon R Mecca

Sign: Elizabeth T. Hiraga  
Print: Elizabeth T. Hiraga

**PROPERTY OWNER:**

By: Frank V. Sacco  
Frank V. Sacco, President & CEO  
Print Name and Title

**APPROVED AS TO LEGAL FORM:**

Stuart Hopen  
Stuart Hopen, Deputy General Counsel  
South Broward Hospital District

5

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of Nov., 2009, by  
Frank V. Sacco as President of South Broward Hospital District.



Sharon R. Mecca  
Notary Public  
Print: Sharon R. Mecca  
Commission No.: \_\_\_\_\_

My commission expires:

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

**LEGAL DESCRIPTION  
BUS SHELTER AND LANDING PAD EASEMENT  
PORTIONS OF LOT 5 AND LOT 6 - BLOCK 15  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

Portions of Lot 5 and Lot 6, Block 15 of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Lot 1 of said Block 15 said corner being on the intersection of East right-of-way line of the North 35<sup>th</sup> Avenue and the North right-of-way line of Johnson Street;

**THENCE** North 88°22'09" East on the South line of said Block 15 and on said North right-of-way line of Johnson Street, a distance of 214.02 feet to a point on the South line of said Lot 5 and the **POINT OF BEGINNING**;

**THENCE** North 01°37'51" West on a line perpendicular to the last course, a distance of 11.50 feet;

**THENCE** North 88°22'09" East, a distance of 20.50 feet;

**THENCE** South 01°37'51" East, a distance of 8.50 feet;

**THENCE** North 88°22'09" East, a distance of 21.50 feet;

**THENCE** South 01°37'51" East, a distance of 3.00 feet to a point on the South line of said Lot 6, Block 15 and said North right-of-way line of Johnson Street;

**THENCE** South 88°22'09" West on said North right-of-way line and on said South line of Lots 5 and 6, a distance of 42.00 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 300 square feet, more or less.

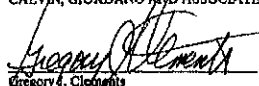
**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

Prepared by:  
EALYNS GORDANO AND ASSOCIATES, INC.  
1900 Elise Drive, Suite 500  
Fort Lauderdale, Florida 33316  
October 20, 2009  
P:\Projects\00000069705 Joe DiMaggio Children's Hospital\SURVEY\Legal Description\065701-Bus Shelter & Landing Easement\_Johnson Street.dwg

2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of Johnson Street with said line having an assumed bearing of North 88°22'09" East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

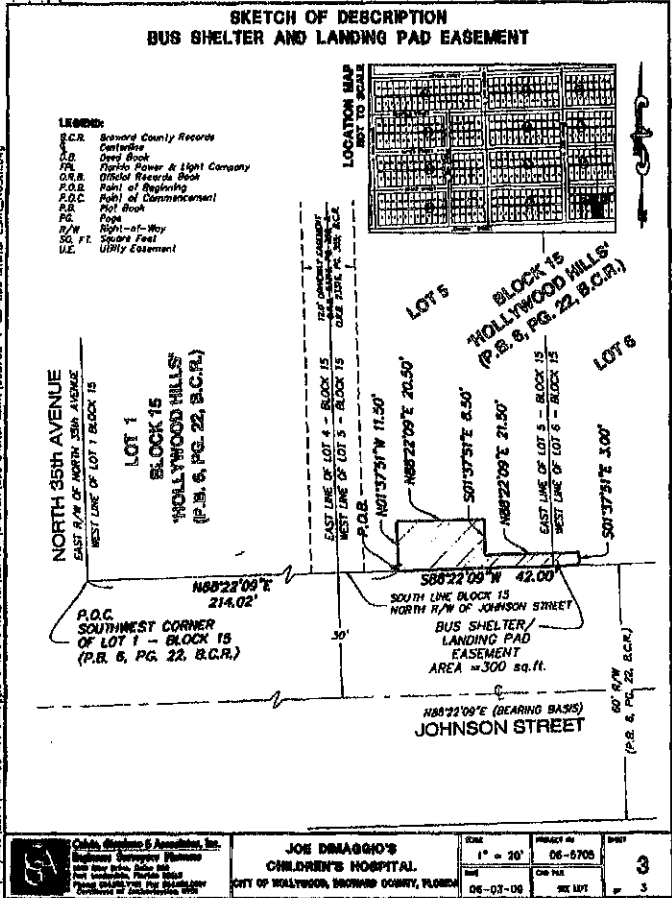
CALVIN, GIORDANO AND ASSOCIATES, INC.

  
Date: 10-20-09  
Gregory A. Clements  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Silver Drive, Suite 609  
Fort Lauderdale, Florida 33316  
October 20, 2009  
P:\Professional\2009\1021459 Joe DiMaggio Childrens Hospital\SURVEY\Legal Description\065705-Box Shelter & Landing Easement\_Johnson  
Street.dwg

Sheet 2 of 3 Sheets





F:\Projects\2005\062705 Joe Dimaggio Childrens Hospital\Sketch\Bus Shelter\_Eas1\062705-V-50-Sub\_Sheriff\_Eas1\_K150a.dwg

	Joe Dimaggio's Children's Hospital, Inc. 1000 N. W. 10th Ave., Suite 200 Ft. Lauderdale, Florida 33304 Phone: (954) 561-1000 Fax: (954) 561-1001 www.jcdh.org	SCALE 1" = 20' DATE 06-03-06	PROJECT NO. 06-0705 SHEET NO. SEE LOT	SHEET 3 OF 3
	CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA			

3

**EASEMENT**

THIS INDENTURE made this 11<sup>th</sup> day of November, 2009, between SOUTH BROWARD HOSPITAL DISTRICT, a Political Subdivision of the State of Florida whose post office address is 3501 Johnson Street, Hollywood, Florida 33021 (the "party of the first part"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020 (the "party of the second part");

**WITNESSETH:**

WHEREAS, the party of the first part is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the party of the second part desires a bus shelter easement on, over and across the Property; and

WHEREAS, the party of the first part is willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, full and free right and authority for the above-stated purpose and for other appropriate purposes incidental thereto and does hereby grant a perpetual easement on, over and across the Property for such purposes.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed the day and year first above written.

**WITNESSES:**

Sign: Sharon R. Mecca

Print: Sharon R Mecca

Sign: Elizabeth T. Hiraga

Print: Elizabeth T. Hiraga

**PROPERTY OWNER:**

By: Frank V. Sacco

Frank V. Sacco, Pres. dist. CEO

Print Name and Title

**APPROVED AS TO LEGAL FORM:**

[Signature]  
Stuart Hopew, Deputy General Counsel  
South Broward Hospital District

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of Nov., 2009 by  
Frank V. JACCO as President of South Broward Hospital District.



Sharon R. Mecca  
Notary Public  
Print: Sharon R. Mecca  
Commission No.: \_\_\_\_\_

My commission expires:

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

**LEGAL DESCRIPTION  
BUS SHELTER AND LANDING PAD EASEMENT  
PORTIONS OF LOT 15 AND LOT 16 - BLOCK 82  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

Portions of Lot 15 and Lot 16, Block 82 of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner of the East one-half of Lot 13, Block 82 said corner being on the intersection of East right-of-way line of North 38<sup>th</sup> Avenue as described in Official Records Book 1266, Page 351 of the Public Records of Broward County, Florida and the North right-of-way line of Johnson Street;

THENCE North 88°23'18" East on the South line of said Block 82 and on said North right-of-way line of Johnson Street, a distance of 98.69 feet to a point on the South line of said Lot 15 and the POINT OF BEGINNING;

THENCE North 01°36'42" West on a line perpendicular to the last course, a distance of 11.60 feet;

THENCE North 88°23'18" East, a distance of 20.50 feet;

THENCE South 01°36'42" East, a distance of 8.50 feet;

THENCE North 88°23'18" East, a distance of 21.50 feet;

THENCE South 01°36'42" East, a distance of 3.10 feet to a point on the South line of said Lot 16 and said North right-of-way line of Johnson Street;

THENCE South 88°23'18" West on said South line of Lots 15 and 16 and on said North right-of-way line, a distance of 42.00 feet to the POINT OF BEGINNING.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 304 square feet, more or less.

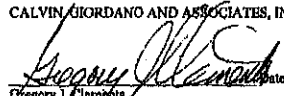
**NOTES:**

Prepared By:  
CALVIN GIORDANO AND ASSOCIATES, P.C.  
1900 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33316  
October 20, 2009  
Project: 02000063705 Joe DiMaggio Children's Hospital SURVEY Legal Description 0663705 Bus Shelter & Landing Easement, Johnson St  
03/06/2009

Sheet 1 of 3 Sheets

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of Johnson Street with said line having an assumed bearing of North 88°23'18" East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

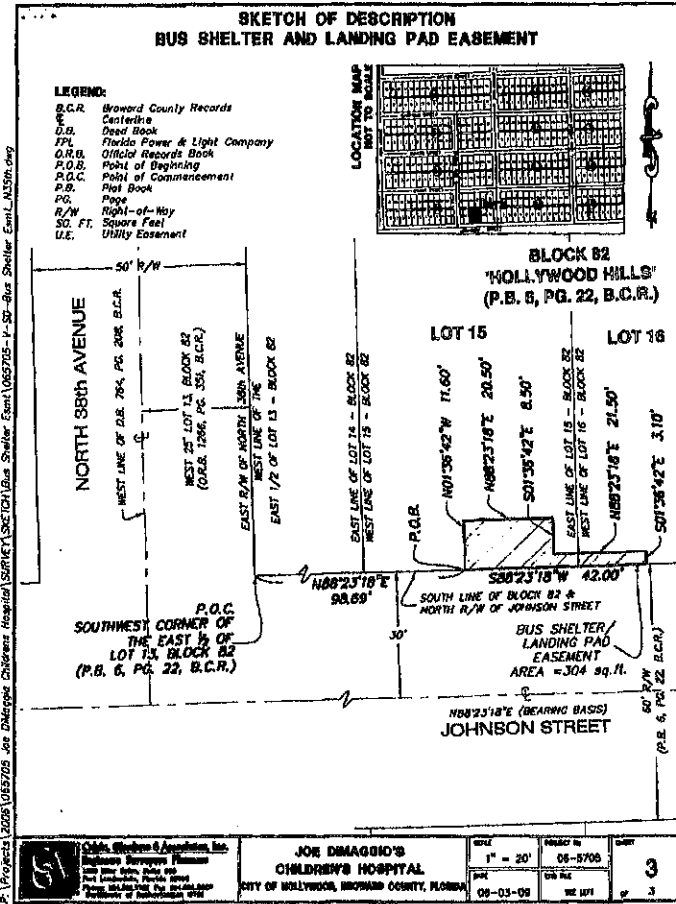
CALVIN GIORDANO AND ASSOCIATES, INC.

  
Gregory J. Clements  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

Date: 10-20-09

Prepared By:  
CALVIN GIORDANO AND ASSOCIATES, INC.  
1800 Elk Drive, Suite 600  
Fort Lauderdale, Florida 33316  
October 20, 2009  
P:\Projects\2009\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Description\065705-Dns Chdr & Landing Element\_Johnson St-  
N348.dwg

Sheet 2 of 3 Sheets



	<b>JOE DIMAGGIO'S CHILDREN'S HOSPITAL</b> CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA	DATE	PROJECT NO.	SHEET
		1" = 20'	08-5706	<b>3</b>
		09-03-08	SHEET	OF 3

**RECLAIMED WATER AGREEMENT**

**BETWEEN**

**CITY OF HOLLYWOOD**

**AND**

**SOUTH BROWARD HOSPITAL DISTRICT**

**THIS AGREEMENT** made and entered into in Broward County Florida, between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "CITY" and SOUTH BROWARD HOSPITAL DISTRICT a Florida special tax district (hereinafter referred to as "CUSTOMER") its successors and assign, this 7<sup>th</sup> day of Dec., 2010

**RECITALS**

**WHEREAS**, the City of Hollywood's reclaimed water is a valuable resource that originates as treated wastewater from the Southern Regional Wastewater Treatment Plant. The treated wastewater is then filtered and chlorinated before it is delivered as reclaimed water. It is subject to a variety of federal, state and local regulations that protect the safety of the public and the integrity of the potable water supply system. This reclaimed water agreement establishes the terms and conditions that apply to the ultimate user of the City of Hollywood's reclaimed water.

**WHEREAS**, the CITY agrees to provide Customer with RECLAIMED WATER of irrigation quality as defined in the Florida Administrative Code Chapter 62-610, as amended from time to time.

**WITNESSETH**

**WHEREAS**, CUSTOMER owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part here of ("PROPERTY"); and

**WHEREAS**, CUSTOMER shall use reclaimed water supplied by CITY for irrigating landscape at the following location only:

**South Broward Hospital District, Parcel 1 of 2 located at 3501 Johnson Street, Hollywood Florida 33021 a.k.a. the Joe DiMaggio Children's Hospital East side of N35th Ave. between Johnson Street and Garfield Street.**

**NOW, THEREFORE**, in consideration of the covenants hereinafter obtained and valuable consideration, the parties hereto agree as follows:

10

ARTICLE 1

PROVISIONS PERTAINING TO THE

CONNECTION

TO THE CITY RECLAIMED WATER TRANSMISSION SYSTEM

1.1 INSTALLATION AND MAINTENANCE OF RECLAIMED WATER MAIN AND METER

(a.) CUSTOMER agrees to enter into a "Conveyance Agreement" with the City to install a reclaimed water main and reclaimed water meter at no cost to the City.

(b.) CUSTOMER point of connection will be at the reclaimed water meter as shown in Exhibit "B".

(c.) CUSTOMER shall provide CITY with any easements necessary for delivery of reclaimed water to CUSTOMERS premises at a mutually agreeable location.

(d.) CITY shall own and maintain the reclaimed water main within City Right-Of-Way and up to and including the reclaimed water meter after it is properly conveyed over to the CITY, as required to monitor the reclaimed water deliveries made to CUSTOMER.

(e.) If modifications are necessary to CUSTOMER'S on-site facilities to conform to reclaimed water use requirements, CUSTOMER shall submit its plans and specifications for such modifications to City of Hollywood, Department Of Public Utilities, Engineering and Construction Services Division (ECSD). Construction shall not commence unless and until such plans and specifications are approved by ECSD. All modifications required to CUSTOMER'S on-site facilities shall be the sole cost and responsibility of CUSTOMER. CITY shall assist CUSTOMER in identifying the modifications and/or changes required to CUSTOMER'S on-site facilities. It shall be CUSTOMER'S responsibility to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.

(f.) Upon completion of all on-site modifications and changes to CUSTOMER reclaimed water system, CUSTOMER shall provide CITY with as-built drawings of CUSTOMER completed reclaimed water system. The drawings shall show at a minimum, the locations of all pipelines, controllers, valves, buildings, structures, property boundaries.



**ARTICLE 2**

**PROVISIONS FOR THE  
MONITORING AND REPORTING**

**2.1 MONITORING AND REPORTING**

(a.) CITY will conduct annual inspections of CUSTOMER'S reclaimed water system for the purpose of ensuring that regulations provided in the Florida Administrative Code (FAC) Chapter 62-610 are being met at reclaimed water irrigated sites. Hollywood will provide monitoring reports annually to CUSTOMERS addressing any needed improvements to comply with FAC 62-610.

**2.2 PERMISSION TO ENTER**

(a.) CUSTOMER hereby grants to CITY and all other regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the site for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing CITY installed facilities, for meter reading, and for observing and verifying that CUSTOMER is properly operating its reclaimed water facilities in accordance with the terms and conditions of this Agreement, Hollywood Code of Ordinances Chapter 52 and FAC 62-610. When entering CUSTOMER'S premises, CITY or the regulatory agencies shall not unreasonably interfere with CUSTOMER'S operations or use of the premises.

**ARTICLE 3**

**PROVISIONS PERTAINING TO THE  
DELIVERY AND RECEIPT OF RECLAIMED WATER**

**3.1 DELIVERY OF RECLAIMED WATER**

(a.) CITY shall deliver reclaimed water from a meter or meters owned and maintained by CITY. CITY does not guarantee to deliver reclaimed water to CUSTOMER at any specific operating pressure.

(b.) If by reason of Force Majeure, CITY shall be rendered unable wholly or in part to carry out its obligations under this Agreement to deliver reclaimed water, it shall not be required to deliver reclaimed water, and its failure to deliver reclaimed water in accordance with the terms and conditions of this Agreement, shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-

outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, power failures, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the CITY System, unsuitable reclaimed water quality; or other causes. Nothing herein shall be construed to enlarge the duty or liability of CITY beyond that imposed by law.

### 3.2 RECEIPT AND APPLICATION OF RECLAIMED WATER

(a.) CUSTOMER agrees to receive, accept and apply reclaimed water supplied by CITY only for irrigation of CUSTOMERS landscaped areas identified in Section 1. CUSTOMER shall control and be responsible for the application of reclaimed water to the Site in accordance with the Hollywood Code of Ordinances Chapter 52 and FAC 62-610.

(b.) Provided that reclaimed water is available for irrigation use, the use of reclaimed water will not be curtailed due to the imposition of drought management rules issued by South Florida Water Management District (SFWMD). User agrees to an irrigation schedule, as required by Hollywood, to serve the site.

(c.) CUSTOMER agreements with a third party for the management of the Site shall not in any way relieve CUSTOMER of compliance with the terms of this Agreement.

### 3.3 QUALITY OF RECLAIMED WATER

(a.) The reclaimed water delivered to CUSTOMER by CITY shall be of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with FAC 62-610. CUSTOMER understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of CUSTOMERS normal potable water supply and that a possibility exists that CUSTOMERS turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. CUSTOMER UNDERSTANDS AND AGREES THAT CITY MAKES NO WARRANTIES AS TO THE QUALITY OF THE RECLAIMED WATER BEYOND THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED.

**ARTICLE 4**

**PROVISIONS RELATING TO THE**

**PRICE AND PAYMENT FOR USE OF RECLAIMED WATER**

**4.1 PRICE AND PAYMENT FOR USE OF RECLAIMED WATER.**

(a.) CUSTOMER will pay for reclaimed water delivered under this Agreement according to the rate schedule established in the City of Hollywood Code of Ordinances Chapter 52, including periodic adjustments as CITY of Hollywood changes its rates.

(b.) CITY will read the reclaimed water meter once a month consistent with Hollywood's normal meter reading schedule for billing purposes and will bill CUSTOMER for the total quantity delivered during the billing period in accordance with Hollywood's standard billing practices.

**4.2 RESALE OF RECLAIMED WATER.**

(a.) CUSTOMER may not resell reclaimed water to any other person or legal entity. User is also prohibited from conveying reclaimed water delivered under this Agreement to any other premises or location.

**ARTICLE 5**

**PROVISIONS RELATING TO THE**

**ADMINISTRATION OF THIS AGREEMENT**

**5.1 GENERAL CONDITIONS**

(a.) This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Broward County Florida.

(b.) This Agreement and the attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the parties.

(c.) The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal,

but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.

(d.) CITY and CUSTOMER will each use their best efforts to fully cooperate with one another as may be necessary to diligently obtain and maintain in effect any required permits and all other approvals and records required by regulatory requirements that may be necessary for CITY and CUSTOMER to perform under, or take advantage of, the terms and conditions of this Agreement.

(e.) The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.

(f.) This Agreement is for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

5.2 INDEMNITY

(a.) The CUSTOMER shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify CITY and defend it against liabilities sought to be imposed upon the CITY as a result of the actual or alleged liability for the acts or omissions of the CUSTOMER, or its employees or agents acting within the scope of their duties for the CUSTOMER. The duty to defend may be satisfied by providing a defense in kind, or, at CUSTOMER's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the payment of the amount of CUSTOMER's statutorily-limited tort liability under Ch. 768.28, Fla. Stat., in settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part. Nothing in this Agreement shall be deemed to waive the CUSTOMER's immunities for limitations of liability under applicable law.

ARTICLE 6

PROVISIONS RELATING TO THE

TERMS OF THIS AGREEMENT

6.1 AGREEMENT RUNS WITH THE PROPERTY

(a.) This Agreement shall be binding upon the Customer's Property without recourse, individually, and shall run with the land and be binding on subsequent owners of the PROPERTY and may be legally enforced by CITY upon appropriate action. In order to ensure compliance with the terms and conditions contained herein, a copy of this Agreement shall be recorded in the public records of Broward County, Florida, at CUSTOMERS expense.

6.2 TERMS AND TERMINATION

(a.) CITY may terminate this Agreement if CITY at its sole determination, is or will be unable to deliver properly and adequately treated reclaimed water to CUSTOMER for any reason whatsoever for a period greater than thirty (30) days, or CITY, at its sole determination, determines that CUSTOMER is unable to adequately control the use of reclaimed water in accordance with Hollywood Code of Ordinances Chapter 52 and FAC 62-610.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered in the presence of

CITY:

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: Albert Perez, P.E.

Title: Public Utilities Director

Approved as to form and legality for the use and reliance of the City of Hollywood, Florida only.

Jeffrey P. Sheffer  
Attorney, Jeffrey P. Sheffer

CUSTOMER:

SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida

WITNESS: Frank Mecca

By: [Signature]

WITNESS: [Signature]

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of October, 2010, by Frank V. Sacco as President & CEO of Memorial Healthcare System



Sharon R. Mecca  
Notary Public - State of Florida  
Sharon R. Mecca  
Print, Type or Stamp Name of Notary

Public

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

**APPROVED AS TO FORM**

[Signature]  
Harry S. Raleigh, Jr., Deputy General Counsel  
South Broward Hospital District

LEGAL DESCRIPTION:

EXHIBIT A

Parcel I:

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 219,654 square feet (5.04 Acres) more or less.

TOGETHER WITH:

Parcel II:

All of blocks 46,47 and 48; together with the East One-Half, (E.  $\frac{1}{2}$ ) of Lot 13 and the East One-Half, (E.  $\frac{1}{2}$ ) of 24 and all of Lots 14 through 23 inclusive, Block 82; together with the East One-Half, (E.  $\frac{1}{2}$ ) of Lot 13 and the East One-Half, (E.  $\frac{1}{2}$ ) of Lot 24 and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half, (E.  $\frac{1}{2}$ ) of Lot 13 and the East One-Half, (E.  $\frac{1}{2}$ ) of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;

THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

THENCE North 45°00'43" East, 13.17 feet;

THENCE South 89°59'20" East, 3.89 feet;

THENCE North 00°00'40" East, 3.89 feet;

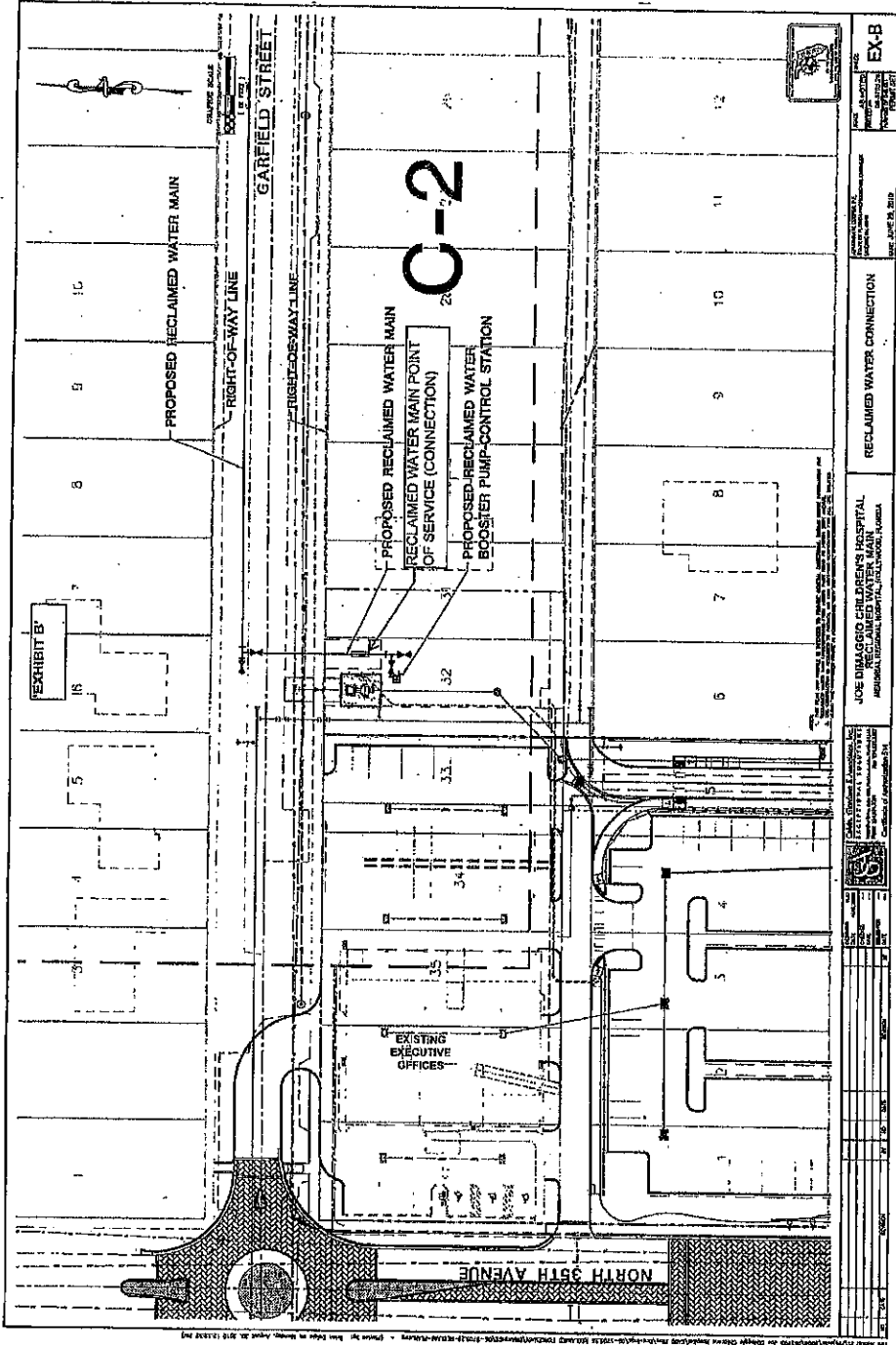
THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and the West right-of-way line of North 35th Street;

THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.0044 acres more or less;

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

Combined Parcel 1 and Parcel 2 a total net area of 1,143,357 square feet (26.2479 acres) more or less.



JOE DIAMIGLIO CHILDREN'S HOSPITAL RECLAIMED WATER MAIN RECLAIMED WATER MAIN BOOSTER PUMP-CONTROL STATION	
PROJECT NO. 109762988 SHEET NO. 1158 DATE 08/18/2010	EX-B



2

CITY OF HOLLYWOOD

RECLAIMED WATER LINE

CONVEYANCE AGREEMENT

THIS AGREEMENT made and entered in at Hollywood, Broward County, Florida, this 7<sup>th</sup> day of December, 2010, by and between CITY OF HOLLYWOOD, a political subdivision of the State of Florida (hereinafter called "CITY"), and South Broward Hospital District, a Florida special tax district (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, DEVELOPER owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part here of ("PROPERTY"); and

WHEREAS, DEVELOPER has requested CITY to accept the four inch reclaimed water line and meter to be constructed by DEVELOPER necessary to provide a source of reclaimed water for irrigating landscape at a location specified in the attached "Reclaimed Water Agreement" as described in EXHIBIT "B" for ownership, operation and maintenance; and

WHEREAS, CITY has agreed to accept such facilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other, as follows:

I

DEVELOPER AGREES:

1. To construct all the necessary reclaimed water main within public right of way and on private property up to and including installation of a re-use irrigation meter as approved by the City of Hollywood, necessary to provide a source of reclaimed water for irrigation to the "PROPERTY", and to enter into a "Reclaimed Water Agreement" with the City of Hollywood.
2. That the construction of the reclaimed water main shall be in accordance with the plans, specifications and engineering data as prepared by a Florida registered engineer and as approved by all appropriate regulatory agencies, and the CITY'S authorized representatives. Said reclaimed water main shall be connected to the CITY'S existing systems at the points as specified by the CITY'S authorized representatives and as

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agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the CITY'S Director of Utilities or his/her authorized representative.

3. To retain the services of a Registered Professional Engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted reclaimed engineering practices, Florida Administrative Code Chapter 62-610 and approved plans and specifications.
4. To provide shop drawings and catalog information of the materials, reclaimed irrigation meter and equipment to be installed, for CITY approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the CITY'S Director of Utilities or his/her authorized representative.
5. A preconstruction meeting with CITY'S Director of Utilities or his/her authorized representative, DEVELOPER, or DEVELOPER'S engineer and contractor shall be held prior to construction commencement.
6. To grant CITY'S representatives free access to the materials and the work site at all times for the purpose of inspecting same.
7. To notify CITY before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by CITY at least forty-eight (48) hours in advance of the time construction will begin or inspections required.
8. At the time when periodic inspections are required, CITY'S authorized representative, together with DEVELOPER'S engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
9. DEVELOPER, during warranty period shall promptly correct defective work upon notification by the CITY. Should the DEVELOPER fail to do so within seven (7) days after written notice, the CITY may correct and remedy any such deficiency. All direct and indirect costs of the City shall be charged against the DEVELOPER.
10. The DEVELOPER'S obligation to perform and complete the work in accordance with this agreement shall be absolute. Neither any act of acceptance by the CITY nor any failure to do so will constitute a release of the DEVELOPER'S obligation to comply with all requirements set forth in this agreement.
11. CITY shall not be required to provide reclaimed water for irrigating landscape to any area encompassed under this agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by CITY and DEVELOPER has provided as-built drawings and related documentation.

II

Upon completion, approval and acceptance of the work required to be done, **DEVELOPER** shall, without cost to **CITY**:

12. Convey to **CITY** and its successors and assigns by good and sufficient easement deed, in a form satisfactory to **CITY**, a perpetual right, easement and privilege to operate, maintain, repair or replace all reclaimed water mains, pipes, connections, and meters within granted easements, in connection with supplying reclaimed water for irrigating landscape in the "PROPERTY" and secure from each mortgagee and lienor a release of interest of said mortgagee and lienor in the easement and fixtures hereon for so long as the easement is used for the operation, maintenance, repair or replacement of reclaimed water mains, pipes, connections, pumps and meters within the easements.

13. Transfer to **CITY** by **BILL OF SALE ABSOLUTE** all **DEVELOPER'S** right, title and interest in and to all of the reclaimed water facilities, mains, connections, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to Paragraph (1) above for the purpose of supplying reclaimed water for irrigating landscape within the "PROPERTY". Said **BILL OF SALE ABSOLUTE** shall be written in such a form as approved and accepted by **CITY**.

14. Furnish **CITY** with a **FINAL RELEASE OF LIEN** releasing all liens which **DEVELOPER** might have on the works/installations. Said **FINAL RELEASE OF LIEN** shall be written in such a form as approved and accepted by **CITY**.

15. Furnish **CITY** with all manufacturers' warranties which **DEVELOPER** might have received or is due to receive on any part of the installations.

16. Furnish **CITY** with a satisfactory warranty or bond guaranteeing installation pursuant to this agreement against defect in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by **CITY**. Said warranty shall be in such a form as agreed by **CITY** and **DEVELOPER**.

17. Furnish **CITY** with **COST LETTER** stating the cost of the installations due under this agreement. Said **COST LETTER** shall be in such a form as approved by **CITY**.

III

**CITY** and **DEVELOPER** Agree:

18. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the "PROPERTY."

19. **DEVELOPER**, its successors and assigns, and the owners and occupants of buildings on "PROPERTY" are hereby prohibited from installing or maintaining any water wells.

20. **CITY**, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment s on "PROPERTY", other than the reclaimed water lines and meter within easements granted to **CITY** in accordance with **CITY'S** rules and regulations;

21. Each customer of reclaimed water service shall keep all pipes, connections and necessary fixtures and equipment on the premises within the interior lines of the lot or tract in good order and condition. The sale of reclaimed water to the customer shall occur at the customer's side of the meter;

22. Any temporary cessation or interruptions of the furnishing of reclaimed water to the "PROPERTY" at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of **CITY** shall not constitute a breach of the provisions contained herein or impose liability upon **CITY** by **DEVELOPER**, its successors and assigns.

23. This Agreement shall be recorded by **DEVELOPER** among the public records of Broward County, Florida. When so recorded, owners and occupants of "PROPERTY" connected to or to be connected to said reclaimed water systems of **CITY** shall be on notice of each and every provision of this Agreement, and this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the "PROPERTY" connected to or to be connected to said reclaimed water systems of **CITY** shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

24. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

**FOR CITY:**

Utilities Director  
P.O. Box 229045  
Hollywood, Florida 33022-9045

**FOR DEVELOPER:**

Gary S. Barber, Esq.  
3329 Johnson Street  
Hollywood, FL 33021

Notice so addressed and sent by certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

25. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Broward County, Florida.

26. That the execution of this Agreement by CITY shall not be construed as a precedent for the acceptance by the CITY of other water and/or sewer facilities constructed or to be constructed by DEVELOPER or others, on other properties.

27. This agreement is intended to supplement the ordinances of the CITY. This agreement is not intended to replace any provisions of, or relieve DEVELOPER of the obligation to fully comply with all ordinances of the CITY. To the extent that any direct conflict arises between the terms of this agreement and the term of any ordinance, the ordinance shall control.

28. In the event court action is instituted to resolve any disputes or disagreements hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered  
in the presence of

By: [Signature]  
Albert Perez, P.E.

CITY:

CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

Title: Public Utilities Director

Approved as to form and legality  
for the use and reliance of the  
City of Hollywood, Florida only

[Signature]  
City Attorney, Jeffrey P. Sheffield

DEVELOPER:

SOUTH BROWARD HOSPITAL DISTRICT, a political subdivision of the State of Florida

WITNESS: Liliana Soledad By: [Signature]

WITNESS: Linda M. Cerreta Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9 day of September, 2010, by J.E. Perez as \_\_\_\_\_ of \_\_\_\_\_.



[Signature]  
Notary Public - State of Florida

Print, Type or Stamp Name of Notary Public

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

APPROVED AS TO FORM

[Signature]  
Mary B. Raleigh, Jr., Deputy General Counsel  
South Broward Hospital District

**LEGAL DESCRIPTION:**

**EXHIBIT A**

**Parcel I:**

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 219,654 square feet (5.04 Acres) more or less.

**TOGETHER WITH:**

**Parcel II:**

All of blocks 46,47 and 48; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of 24 and all of Lots 14 through 23 inclusive, Block 82; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of Lot 24 and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;

THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

THENCE North 45°00'43" East, 13.17 feet;

THENCE South 89°59'20" East, 3.89 feet;

THENCE North 00°00'40" East, 3.89 feet;

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THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida; containing 192 square feet, 0.0044 acres more or less;

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

Combined Parcel 1 and Parcel 2 a total net area of 1,143,357 square feet (26.2479 acres) more or less.

" EXHIBIT - B "

RECLAIMED WATER AGREEMENT

BETWEEN

CITY OF HOLLYWOOD

AND

SOUTH BROWARD HOSPITAL DISTRICT

THIS AGREEMENT made and entered into in Broward County Florida, between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "CITY" and SOUTH BROWARD HOSPITAL DISTRICT a Florida special tax district (hereinafter referred to as "CUSTOMER") its successors and assign, this 7<sup>th</sup> day of Dec., 2010

RECITALS

WHEREAS, the City of Hollywood's reclaimed water is a valuable resource that originates as treated wastewater from the Southern Regional Wastewater Treatment Plant. The treated wastewater is then filtered and chlorinated before it is delivered as reclaimed water. It is subject to a variety of federal, state and local regulations that protect the safety of the public and the integrity of the potable water supply system. This reclaimed water agreement establishes the terms and conditions that apply to the ultimate user of the City of Hollywood's reclaimed water.

WHEREAS, the CITY agrees to provide Customer with RECLAIMED WATER of irrigation quality as defined in the Florida Administrative Code Chapter 62-610, as amended from time to time.

WITNESSETH

WHEREAS, CUSTOMER owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part here of ("PROPERTY"); and

WHEREAS, CUSTOMER shall use reclaimed water supplied by CITY for irrigating landscape at the following location only:

South Broward Hospital District, Parcel 1 of 2 located at 3501 Johnson Street, Hollywood Florida 33021 a.k.a. the Joe DiMaggio Children's Hospital East side of N35th Ave. between Johnson Street and Garfield Street.

NOW, THEREFORE, in consideration of the covenants hereinafter obtained and valuable consideration, the parties hereto agree as follows:



ARTICLE 1

PROVISIONS PERTAINING TO THE

CONNECTION

TO THE CITY RECLAIMED WATER TRANSMISSION SYSTEM

1.1 INSTALLATION AND MAINTENANCE OF RECLAIMED WATER MAIN AND METER

(a.) CUSTOMER agrees to enter into a "Conveyance Agreement" with the City to install a reclaimed water main and reclaimed water meter at no cost to the City.

(b.) CUSTOMER point of connection will be at the reclaimed water meter as shown in Exhibit "B".

(c.) CUSTOMER shall provide CITY with any easements necessary for delivery of reclaimed water to CUSTOMER'S premises at a mutually agreeable location.

(d.) CITY shall own and maintain the reclaimed water main within City Right-Of-Way and up to and including the reclaimed water meter after it is properly conveyed over to the CITY, as required to monitor the reclaimed water deliveries made to CUSTOMER.

(e.) If modifications are necessary to CUSTOMER'S on-site facilities to conform to reclaimed water use requirements, CUSTOMER shall submit its plans and specifications for such modifications to City of Hollywood, Department Of Public Utilities, Engineering and Construction Services Division (ECSD). Construction shall not commence unless and until such plans and specifications are approved by ECSD. All modifications required to CUSTOMER'S on-site facilities shall be the sole cost and responsibility of CUSTOMER. CITY shall assist CUSTOMER in identifying the modifications and/or changes required to CUSTOMER'S on-site facilities. It shall be CUSTOMER'S responsibility to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.

(f.) Upon completion of all on-site modifications and changes to CUSTOMER reclaimed water system, CUSTOMER shall provide CITY with as-built drawings of CUSTOMER completed reclaimed water system. The drawings shall show at a minimum, the locations of all pipelines, controllers, valves, buildings, structures, property boundaries.

ARTICLE 2

PROVISIONS FOR THE  
MONITORING AND REPORTING

2.1 MONITORING AND REPORTING

(a.) CITY will conduct annual inspections of CUSTOMER'S reclaimed water system for the purpose of ensuring that regulations provided in the Florida Administrative Code (FAC) Chapter 62-610 are being met at reclaimed water irrigated sites. Hollywood will provide monitoring reports annually to CUSTOMERS addressing any needed improvements to comply with FAC 62-610.

2.2 PERMISSION TO ENTER

(a.) CUSTOMER hereby grants to CITY and all other regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the site for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing CITY installed facilities, for meter reading, and for observing and verifying that CUSTOMER is properly operating its reclaimed water facilities in accordance with the terms and conditions of this Agreement, Hollywood Code of Ordinances Chapter 52 and FAC 62-610. When entering CUSTOMER'S premises, CITY or the regulatory agencies shall not unreasonably interfere with CUSTOMER'S operations or and use of the premises.

ARTICLE 3

PROVISIONS PERTAINING TO THE  
DELIVERY AND RECEIPT OF RECLAIMED WATER

3.1 DELIVERY OF RECLAIMED WATER

(a.) CITY shall deliver reclaimed water from a meter or meters owned and maintained by CITY. CITY does not guarantee to deliver reclaimed water to CUSTOMER at any specific operating pressure.

(b.) If by reason of Force Majeure, CITY shall be rendered unable wholly or in part to carry out its obligations under this Agreement to deliver reclaimed water, it shall not be required to deliver reclaimed water, and its failure to deliver reclaimed water in accordance with the terms and conditions of this Agreement, shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-

outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, power failures, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the CITY System, unsuitable reclaimed water quality; or other causes. Nothing herein shall be construed to enlarge the duty or liability of CITY beyond that imposed by law.

### 3.2 RECEIPT AND APPLICATION OF RECLAIMED WATER

(a.) CUSTOMER agrees to receive, accept and apply reclaimed water supplied by CITY only for irrigation of CUSTOMERS landscaped areas identified in Section 1. CUSTOMER shall control and be responsible for the application of reclaimed water to the Site in accordance with the Hollywood Code of Ordinances Chapter 52 and FAC 62-610.

(b.) Provided that reclaimed water is available for irrigation use, the use of reclaimed water will not be curtailed due to the imposition of drought management rules issued by South Florida Water Management District (SFWMD). User agrees to an irrigation schedule, as required by Hollywood, to serve the site.

(c.) CUSTOMER agreements with a third party for the management of the Site shall not in any way relieve CUSTOMER of compliance with the terms of this Agreement.

### 3.3 QUALITY OF RECLAIMED WATER

(a.) The reclaimed water delivered to CUSTOMER by CITY shall be of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with FAC 62-610. CUSTOMER understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of CUSTOMERS normal potable water supply and that a possibility exists that CUSTOMERS turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. CUSTOMER UNDERSTANDS AND AGREES THAT CITY MAKES NO WARRANTIES AS TO THE QUALITY OF THE RECLAIMED WATER BEYOND THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED.

ARTICLE 4

PROVISIONS RELATING TO THE

PRICE AND PAYMENT FOR USE OF RECLAIMED WATER

4.1 PRICE AND PAYMENT FOR USE OF RECLAIMED WATER.

(a.) CUSTOMER will pay for reclaimed water delivered under this Agreement according to the rate schedule established in the City of Hollywood Code of Ordinances Chapter 52, including periodic adjustments as CITY of Hollywood changes its rates.

(b.) CITY will read the reclaimed water meter once a month consistent with Hollywood's normal meter reading schedule for billing purposes and will bill CUSTOMER for the total quantity delivered during the billing period in accordance with Hollywood's standard billing practices.

4.2 RESALE OF RECLAIMED WATER.

(a.) CUSTOMER may not resell reclaimed water to any other person or legal entity. User is also prohibited from conveying reclaimed water delivered under this Agreement to any other premises or location.

ARTICLE 5

PROVISIONS RELATING TO THE

ADMINISTRATION OF THIS AGREEMENT

5.1 GENERAL CONDITIONS

(a.) This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Broward County Florida.

(b.) This Agreement and the attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the parties.

(c.) The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal,

but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.

(d.) CITY and CUSTOMER will each use their best efforts to fully cooperate with one another as may be necessary to diligently obtain and maintain in effect any required permits and all other approvals and records required by regulatory requirements that may be necessary for CITY and CUSTOMER to perform under, or take advantage of, the terms and conditions of this Agreement.

(e.) The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.

(f.) This Agreement is for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

## 5.2 INDEMNITY

(a.) The CUSTOMER shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify CITY and defend it against liabilities sought to be imposed upon the CITY as a result of the actual or alleged liability for the acts or omissions of the CUSTOMER, or its employees or agents acting within the scope of their duties for the CUSTOMER. The duty to defend may be satisfied by providing a defense in kind, or, at CUSTOMER's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the payment of the amount of CUSTOMER's statutorily-limited tort liability under Ch. 768.28, Fla. Stat., in settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part. Nothing in this Agreement shall be deemed to waive the CUSTOMER's immunities for limitations of liability under applicable law.

## ARTICLE 6

### PROVISIONS RELATING TO THE TERMS OF THIS AGREEMENT

#### 6.1 AGREEMENT RUNS WITH THE PROPERTY

(a.) This Agreement shall be binding upon the Customer's Property without recourse, individually, and shall run with the land and be binding on subsequent owners of the PROPERTY and may be legally enforced by CITY upon appropriate action. In order to ensure compliance with the terms and conditions contained herein, a copy of this Agreement shall be recorded in the public records of Broward County, Florida, at CUSTOMERS expense.

**6.2 TERMS AND TERMINATION**

(a.) CITY may terminate this Agreement if CITY at its sole determination, is or will be unable to deliver properly and adequately treated reclaimed water to CUSTOMER for any reason whatsoever for a period greater than thirty (30) days, or CITY, at its sole determination, determines that CUSTOMER is unable to adequately control the use of reclaimed water in accordance with Hollywood Code of Ordinances Chapter 52 and FAC 62-610.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered  
in the presence of

**CITY:**

CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

By: Albert Perez, P.E.

Title: Public Utilities Director

Approved as to form and legality  
for the use and reliance of the  
City of Hollywood, Florida only.

Jeffrey P. Sheffer  
City Attorney, Jeffrey P. Sheffer

**CUSTOMER:**

SOUTH BROWARD HOSPITAL  
DISTRICT, a political subdivision of the  
State of Florida

WITNESS: Frank Mecca

By: [Signature]

WITNESS: [Signature]

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of October, 2010, by Frank V. Sacco as President & CEO of Memorial Healthcare System



Sharon R Mecca  
Notary Public - State of Florida  
Sharon R. Mecca  
Print, Type or Stamp Name of Notary

Public

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

**APPROVED AS TO FORM**

Harry B. Raftigh, Jr.  
Harry B. Raftigh, Jr., Deputy General Counsel  
South Broward Hospital District

## LEGAL DESCRIPTION:

EXHIBIT A

## Parcel I:

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 219,654 square feet (5.04 Acres) more or less.

## TOGETHER WITH:

## Parcel II:

All of blocks 46,47 and 48; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of 24 and all of Lots 14 through 23 inclusive, Block 82; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of Lot 24 and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;

THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

THENCE North 45°00'43" East, 13.17 feet;

THENCE South 89°59'20" East, 3.89 feet;

THENCE North 00°00'40" East, 3.89 feet;

THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and the West right-of-way line of North 35th Street;

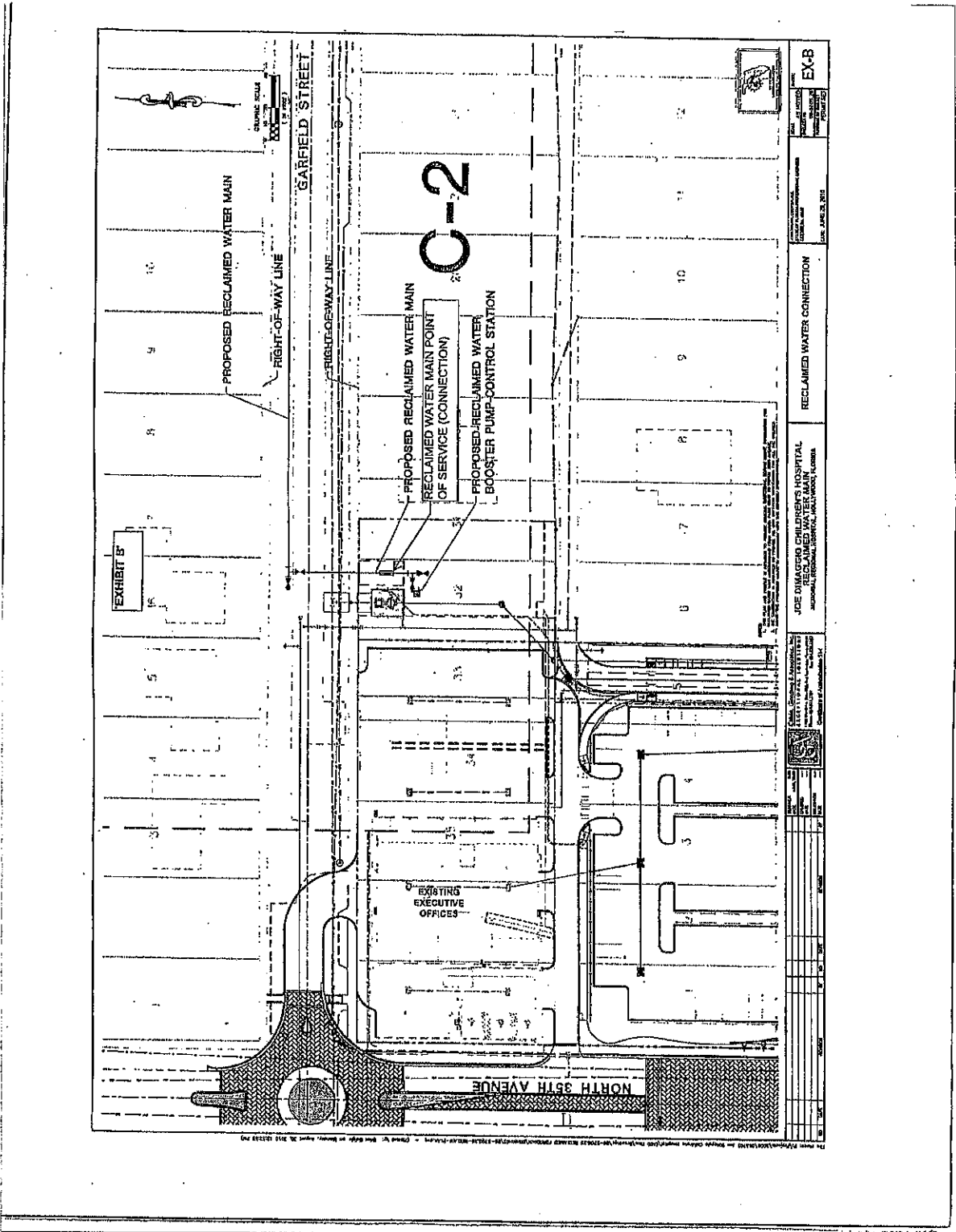
THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.0044 acres more or less;

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

Combined Parcel 1 and Parcel 2 a total net area of 1,143,357 square feet (26.2479 acres) more or less.





PERMANENT EASEMENT

THIS INDENTURE made this 1 day of April, 2011, between SOUTH BROWARD HOSPITAL DISTRICT, whose post office address is 3501 Johnson St. Hollywood, FL ("first party"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, whose mailing address is 2600 Hollywood Blvd., Hollywood, FL 33020 ("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.)

W I T N E S S E T H:

WHEREAS, the first party is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the second party desires an easement for right of way purposes on, over and across the Property; and

WHEREAS, the first party is willing to grant such easement;

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the second party, its successors and assigns, an easement on, over and across the Property for right-of-way purposes and uses incidental to right-of-way purposes.

9

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and attested by proper witnesses thereunto duly authorized, the day and year first above written.

WITNESSES:

Sign: Sharon R. Mecca Name: Frank V. Sacco  
 Print: Sharon R. Mecca President & CEO  
 Sign: Elizabeth T. Hiraiga  
 Print: Elizabeth T. Hiraiga

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 2011 by Frank V. Sacco

Sharon R. Mecca  
 Notary Public  
 Print: Sharon R. Mecca  
 Commission No.: \_\_\_\_\_

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

My commission expires:



(16)

**LEGAL DESCRIPTION  
JOE Di MAGGIO CHILDRENS HOSPITAL  
SIDEWALK EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lots 5 and 33 and a portion of a 15' (foot) alley vacated by Official Records Book 45964, Page 1348 located in Block 16, and Lots 5, 6 and 32 and a portion of a 15' (foot) alley vacated by Official Records Book 45964, Page 1348 located in Block 17, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, a portion of a 60' (foot) Right-Of-Way also known as Grant Street, vacated by Deed Book 764, Page 208, and a portion of a 60' (foot) Right-Of-Way also known as Hayes Street, vacated by Official Records Book 45964, Page 1348, all being of the Public Records of Broward County, Florida, being more particularly described as follows:

**COMMENCING** at the Northwest corner of Lot 37, Block 17 of said HOLLYWOOD HILLS plat;

**THENCE** North 88°22'09" East on the North line of said Block 17, a distance of 251.01 feet to the **POINT OF BEGINNING**;

**THENCE** continue North 88°22'09" East on said North line, a distance of 5.00 feet;

**THENCE** South 01°37'10" East, a distance of 145.04 feet;

**THENCE** South 88°22'50" West, a distance of 6.39 feet to a point on the arc of a non-tangent curve to the left from which the center of radius of said curve bears South 34°59'13" East;

**THENCE** Southwesterly on the arc of said curve, having a radius of 19.88 feet, a central angle of 56°42'22", and an arc distance of 19.67 feet to a point of non-tangency;

**THENCE** South 01°37'10" East, a distance of 97.40;

**THENCE** North 88°22'50" East, a distance of 9.33 feet to the intersection with the East line of Lot 5, Block 17 of said "HOLLYWOOD HILLS";

**THENCE** South 01°37'10" East on said East line, a distance of 18.00 feet;

**THENCE** South 88°22'50" West, a distance of 9.33 feet;

**THENCE** South 01°37'10" East, a distance of 36.00 feet;

**THENCE** North 88°22'50" East, a distance of 9.33 feet to the Northerly projection of the East line of Lot 33, Block 16 of said "HOLLYWOOD HILLS";

**THENCE** South 01°37'10" East on said East line, a distance of 18.25 feet;

**THENCE** South 88°22'50" West, a distance of 9.33 feet;

**THENCE** South 01°37'10" East, a distance of 252.82 feet;

**THENCE** North 88°22'50" East, a distance of 9.04 feet to the intersection with the East line of Lot 5 of said Block 16;

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Biler Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-SIDEWALK-ESMT.doc

SHEET 1 OF 6

THENCE South  $01^{\circ}37'10''$  East, a distance of 18.04 feet;

THENCE South  $88^{\circ}22'50''$  West, a distance of 9.04 feet;

THENCE South  $01^{\circ}37'10''$  East, a distance of 36.00 feet;

THENCE North  $88^{\circ}22'50''$  East, a distance of 9.33 feet to the Northerly projection of the East line of Lot 31, Block 15 of said "HOLLYWOOD HILLS";

THENCE South  $01^{\circ}37'10''$  East, a distance of 12.00 feet to the Northeast corner of said Lot 31;

THENCE South  $88^{\circ}22'50''$  West on the North line of Lot 31, a distance of 14.32 feet;

THENCE North  $01^{\circ}37'10''$  West, a distance of 488.51 feet to a point on the arc of a non-tangent curve to the right from which the center of radius of said curve bears North  $88^{\circ}18'24''$  East;

THENCE Northeasterly on the arc of said curve having a radius of 24.83 feet, through a central angle of  $60^{\circ}30'12''$ , and an arc distance of 26.22 feet to the intersection with the South line of said vacated 15.0 foot-alley located in Block 17;

THENCE North  $88^{\circ}22'50''$  East on said South line, a distance of 2.75 feet;

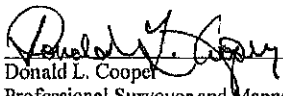
THENCE North  $01^{\circ}37'10''$  West, a distance of 140.04 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 3,904 square feet ( 0.089 acres), more or less.

**SURVEYORS' NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South  $01^{\circ}37'10''$  East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**

 3.7.2011  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number 6269

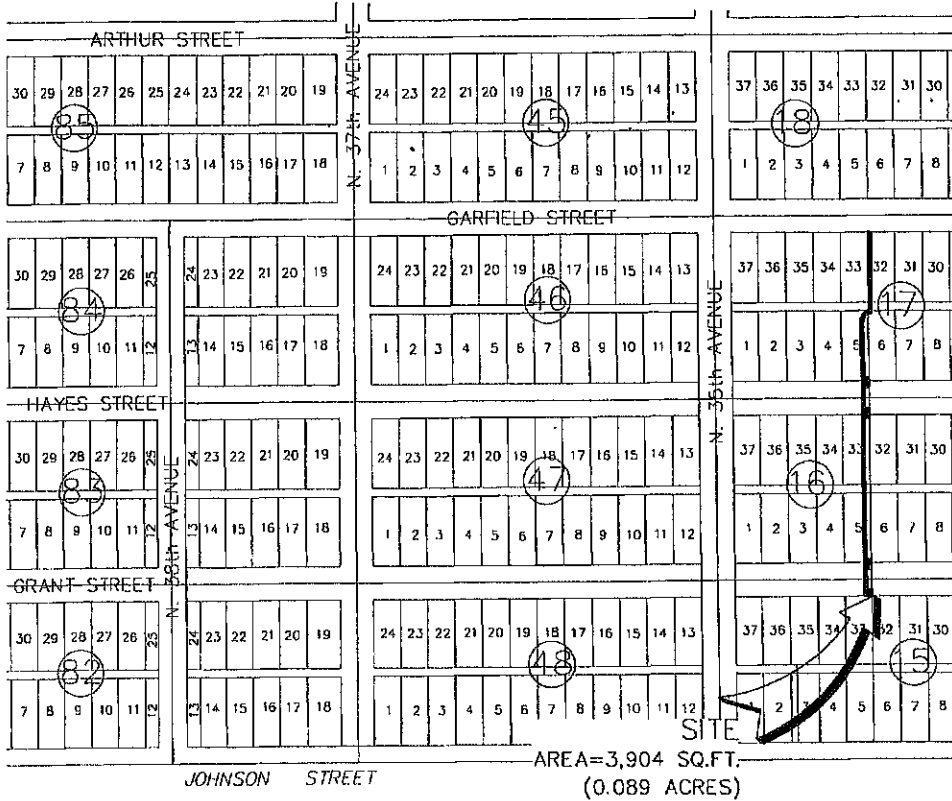
Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-SIDEWALK-ESMT.doc

SHEET 2 OF 6


SKETCH OF DESCRIPTION  
SIDEWALK EASEMENT



LOCATION MAP  
NOT TO SCALE

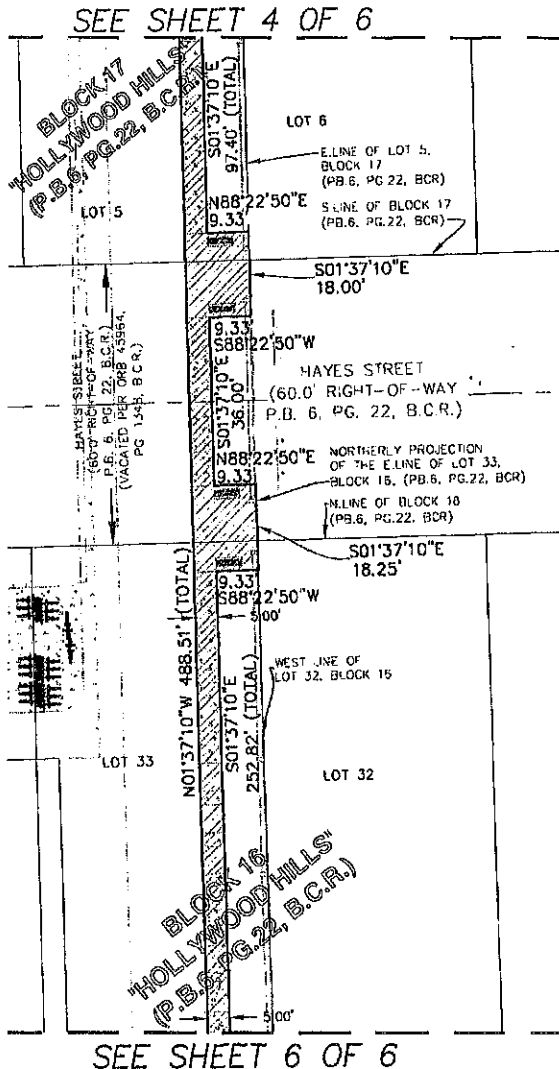


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 <p>Calvin, Giordano &amp; Associates, Inc. EXCEPTIONAL SOLUTIONS 1800 18th Drive, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954.821.7781 Fax: 954.821.8837 Certificate of Authorization 6781</p>	<p>JOE DIMAGGIO'S CHILDREN'S HOSPITAL CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA</p>	SCALE	PROJECT NO.	SHEET
		N.T.S.	06-5705	
DATE	CAD FILE	3		
03/07/2011	SEE LEFT			



SKETCH OF DESCRIPTION  
SIDEWALK EASEMENT



SEE SHEET 4 OF 6

SEE SHEET 6 OF 6



LEGEND:

- B.C.R. Broward County Records
- C/L Centerline
- D Delta (Central Angle)
- L Arc Length
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plot Book
- PG. Page
- R Radius
- SQ. FT. Square Feet

P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr Uecker Easements-Sidewalk-Esmt.dwg



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1900 Elk Drive, Suite 630, Fort Lauderdale, Florida 33316  
Phone: 954.321.7791 Fax: 954.321.8507  
Certificate of Authorization 0791

JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

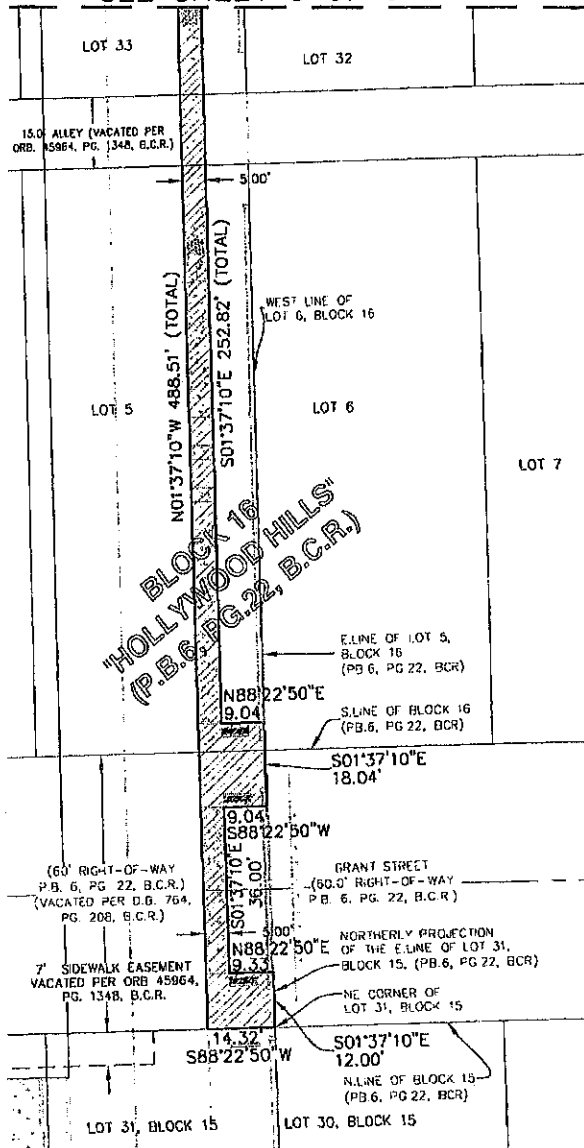
SCALE	PROJECT NO.	SHEET
1"=30'	06-5705	
DATE	CAD FILE	5
03/07/2011	SKE LEFT	

6



SKETCH OF DESCRIPTION  
SIDEWALK EASEMENT

SEE SHEET 5 OF 6



LEGEND:

- B.C.R. Broward County Records
- C/L Centerline
- D Delta (Central Angle)
- L Arc Length
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R Radius
- SQ. FT. Square Feet



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1820 Elk Drive, Suite 600, Fort Lauderdale, Florida 33315  
Phone: 954.921.7781 Fax: 954.921.6807  
Certificate of Authorization #791

JOE DiMAGGIO'S  
CHILDREN'S HOSPITAL  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1"=30'	06-5705	6
DATE	CAD FILE	
03/07/2011	SEE LEFT	6

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UTILITY EASEMENT

THIS INDENTURE made this        day of        2011 , between SOUTH BROWARD HOSPITAL DISTRICT party of the first part (hereinafter "Grantor"), and CITY OF HOLLYWOOD, a political subdivision of the State of Florida, party of the second part (hereinafter "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of property situated in Broward County, Florida, and described as follows:

See **Exhibit "A"** attached hereto and made part hereof; (the "Property"); and

WHEREAS, the Grantee desires an unrestricted and nonexclusive easement for water mains and for any other water installations which might be required for the purpose of providing water supply service for domestic or other use to and from properties inclusive of Grantor's property which may/or may not abut and being contiguous to the easement; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and ten dollars receipt of which is acknowledged by Grantor, and other valuable consideration, the Grantor does hereby grant unto the Grantee, its successors and assigns, for the above-described purpose, permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace water mains and any other water installations within the property described above or more specifically described in **Exhibit "B"** attached hereto and made a part hereof, and Grantor hereby grants to the Grantee a perpetual, nonexclusive easement in, over, under, through, upon and across the above-described lands.

In the event the Grantee must excavate within utility easements to repair and/or maintain the water main or water main assemblies, the Grantee will only be responsible for restoration of asphalt paved areas only. The Grantor will be responsible for restoration of landscaping, decorative paving brick, stamped concrete, concrete pavement, curbing and sidewalk areas.

IN WITNESS WHEREOF the said Grantor has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officers thereunto duly authorized, on date set out above.

GRANTOR:

South Broward Hospital District  
3501 Johnson ST  
Hollywood, FL 33021

WITNESSES:

Sharon R Mecca  
Signature

Sharon R Mecca  
Print Name

Elyzabeth Hiraga  
Signature

Elyzabeth J. Hiraga  
Print Name

By: [Signature]  
Print Name: Frank V. Sacco  
Title: President & CEO  
Date: 4/8/11

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of April 2011, by Frank V. Sacco, President / CEO of South Broward Hospital District / Memorial Healthcare System



Sharon R Mecca  
Notary Public  
My commission expires

Sharon R Mecca  
Print, type or stamp name

Personally known  OR Produced identification

Type of Identification Produced \_\_\_\_\_

LEGAL DESCRIPTION:

EXHIBIT A

Parcel I:

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 17; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 219,654 square feet (5.04 Acres) more or less.

TOGETHER WITH:

Parcel II:

All of blocks 46,47 and 48; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of 24 and all of Lots 14 through 23 inclusive, Block 82; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of Lot 24 and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half, (E. 1/2) of Lot 13 and the East One-Half, (E. 1/2) of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida: A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;  
THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;  
THENCE North 45°00'43" East, 13.17 feet;  
THENCE South 89°59'20" East, 3.89 feet;  
THENCE North 00°00'40" East, 3.89 feet;  
THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and the West right-of-way line of North 35th Street;  
THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line, 20.00 feet to the POINT OF BEGINNING;  
Said lands lying in the City of Hollywood, Broward County, Florida, containing 192 square feet, 0.0044 acres more or less;

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total area of 923,703 square feet (21.21 Acres) more or less.

Combined Parcel 1 and Parcel 2 a total net area of 1,143,357 square feet (26.2479 acres) more or less.

15

**LEGAL DESCRIPTION  
WATER LINE EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lots 31 and 32, Block 15, Lots 5 and 33, Block 16, Lot 5, Lot 32 & 33 Block 17, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, portions of 15' (foot) alleys' vacated by Official Records Book 45964, Page 1348, a portion of a 60' (foot) Right-Of-Way also known as Grant Street, vacated by Deed Book 764, Page 208, and a 60' (foot) Right-Of-Way also known as Hayes Street, vacated by Official Records Book 45964, Page 1348, a portion of a 8' (foot) Florida Power and Light Easement as recorded in Official Records Book 3787, Page 91, and a portion of a 7' (foot) Sidewalk Easement vacated by Official Records Book 45964, Page 1348, all being of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Southwest corner of said Lot 35;

THENCE North 88°22'09" East on the South line of Lots 32 through 35, Block 15 of said HOLLYWOOD HILLS plat and on the South line of said 8' (foot) Florida Power and Light Easement and on the North line of a 15' (foot) alley vacated by Official Records Book 45964, Page 1348 of the Public Records of Broward County, Florida, a distance of 194.84 feet;

THENCE North 35°11'19" East, a distance of 29.57 feet;

THENCE North 01°37'10" West, a distance of 61.56 feet;

THENCE South 88°22'50" West, a distance of 7.50 feet;

THENCE North 01°37'10" West, a distance of 15.00 feet;

THENCE North 88°22'50" East, a distance of 7.50 feet;

THENCE North 01°37'10" West, a distance of 549.90 feet to a point on the South line of Lot 33, Block 17 of said HOLLYWOOD HILLS plat;

THENCE North 88°22'09" East, on said South line of Lot 33, Block 17, a distance of 37.50 feet to the Southeast corner of said Lot 33;

THENCE South 01°37'10" East, on the East line of said Lot 33, Block 17 of said HOLLYWOOD HILLS plat, a distance of 125.04 feet to a point on the South right-of-way line of Garfield Street said point also being the Southeast corner of said Lot 33;

THENCE South 88°22'50" West on said South right-of-way line and North line of Lot 32, Block 17, a distance of 15.01 feet;

THENCE South 01°37'10" East, a distance of 127.48 feet;

THENCE North 88°22'09" East, a distance of 10.33 feet;

THENCE South 01°37'10" East, a distance of 15.00 feet;

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
November 8, 2010  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\ASURVEY\Legal Descriptions\06-5705-V-SD-WATERLINE-BSMT.doc

SHEET 1 OF 10

THENCE South 88°22'09" East, a distance of 25.33 feet;  
THENCE South 01°37'10" East, a distance of 19.17 feet;  
THENCE South 88°22'09" West, a distance of 12.13 feet;  
THENCE North 01°37'10" West, a distance of 16.05 feet;  
THENCE South 88°22'09" West, a distance of 10.36 feet;  
THENCE South 01°37'10" East, a distance of 145.03 feet;  
THENCE North 88°22'50" East, a distance of 22.50 feet to a point on the East limits of said Hayes Street Right-of-Way vacation;  
THENCE South 01°37'10" East, on the East limits of said Hayes Street Right-of-Way vacation a distance of 15.00 feet;  
THENCE South 88°22'50" West, a distance of 22.50 feet;  
THENCE South 01°37'10" East, a distance of 143.71 feet to a point on the North line of a 15' (foot) alley vacated by said Official Records Book 45964, Page 1348;  
THENCE North 88°22'50" East, a distance of 22.50 feet;  
THENCE South 01°37'10" East on the East limits of said 15' (foot) vacated alley a distance of 20.00 feet;  
THENCE South 88°22'50" West, a distance of 22.50 feet;  
THENCE South 01°37'10" East, a distance of 124.95 feet;  
THENCE North 88°22'50" East, a distance of 22.50 feet to a point on the East limits of said Grant Street Right-of-Way vacation;  
THENCE South 01°37'10" East on the East limits of said Grant Street Right-of-Way vacation a distance of 15.00 feet;  
THENCE South 88°22'50" West, a distance of 22.50 feet;  
THENCE South 01°38'25" East, a distance of 143.24 feet;  
THENCE North 88°45'13" East, a distance of 1.71 feet;  
THENCE South 44°42'02" East, a distance of 14.17 feet;  
THENCE South 00°00'00" West, a distance of 11.79 feet to a point on the South line of Lot 31, Block 15 of said HOLLYWOOD HILLS plat and on the North line of a 15' (foot) alley vacated by said Official Records Book 45964, Page 1348;

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
November 8, 2010  
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SHEET 2 OF 10

THENCE North 88°22'09" East, a distance of 11.39 feet on said South line of Lot 31 Block 15 and on the North line of said 15' (foot) alley vacated by said Official Records Book 45964, Page 1348 to the Southeast corner of said Lot 31, Block 15;

THENCE South 01°37'10" East on the East limits of said 15' (foot) vacated alley a distance of 14.93 feet to the Northwest corner of Lot 6, Block 15 and the Northeast corner of Lot 5, Block 15 of said HOLLYWOOD HILLS plat;

THENCE South 88°22'09" West on the North line of said Lot 5, Block 15, a distance of 26.82 feet;

THENCE North 00°00'00" East, a distance of 20.98 feet;

THENCE North 78°26'27" West, a distance of 4.98 feet;

THENCE South 35°11'19" West, a distance of 27.69 feet to a point on the North line of said Lot 5, Block 15 and on the North line of a 12' (foot) Driveway easement as recorded in Official Records Book 23316, Page 350 & 355 of the Public Records of Broward County, Florida;

THENCE South 88°22'09" West on the North line of Lots 1 through 3 of said Block 15, a distance of 202.34 feet to a point on the East Right-of-Way line of North 35<sup>th</sup> Avenue as recorded on said HOLLYWOOD HILLS plat, said point also being the Northwest corner of said Lot 1, Block 15;


THENCE North 01°37'10" West on said East Right-of-Way line, a distance of 15.00 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 15,542 square feet (0.3568 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**



Donald L. Cooper

Professional Surveyor and Mapper  
Florida Registration Number 6269

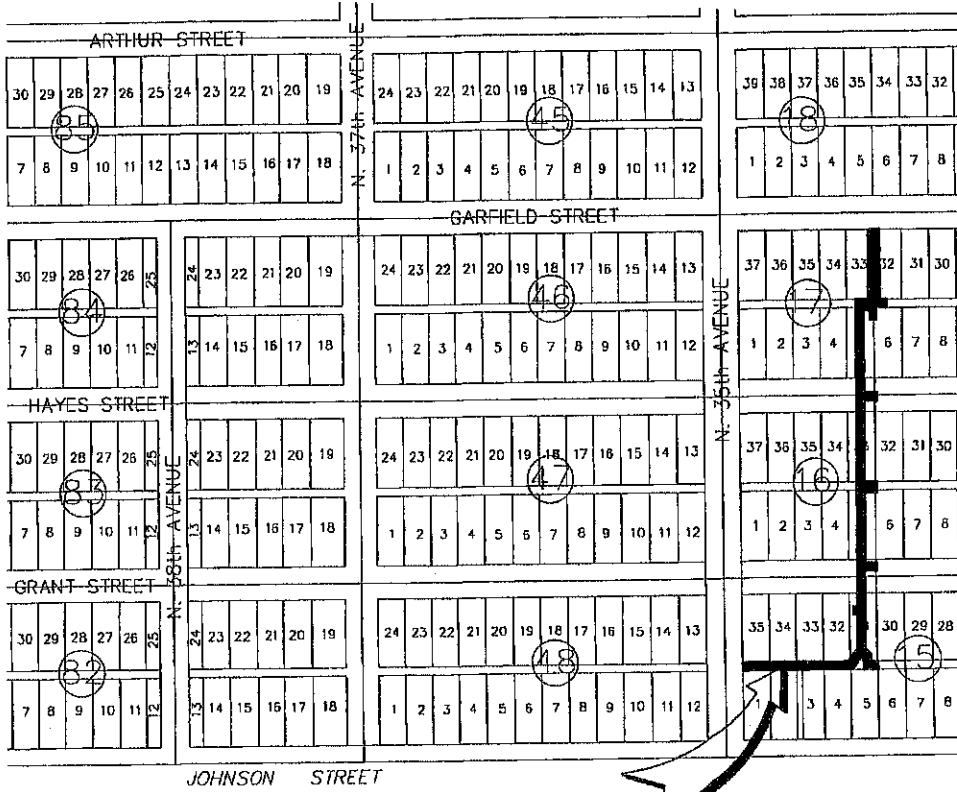
Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1806 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
November 8, 2010

SHEET 3 OF 10

### SKETCH OF DESCRIPTION WATER LINE EASEMENT



#### LOCATION MAP NOT TO SCALE



**SITE**

P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr Uecker Easements-Waterline-Esmt.dwg



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Elk Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.521.7781 Fax: 954.921.8607  
Certificate of Authorization B791

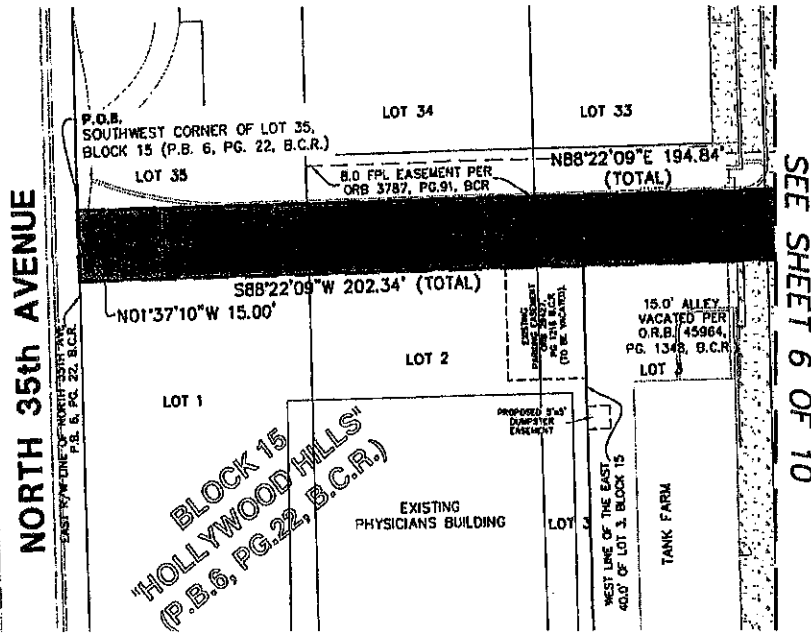
**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.
N.T.S.	06-5705
DATE	DRAWN BY
11-8-2010	SEE LEFT

SHEET
<b>4</b>
10



**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**



SEE SHEET 6 OF 10

**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 EBay Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7701 Fax: 954.921.8092  
Certificate of Authorization 6791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1" = 30'	06-5705	5
DATE	CAD FILE	
11/08/2010	SEE LEFT	10

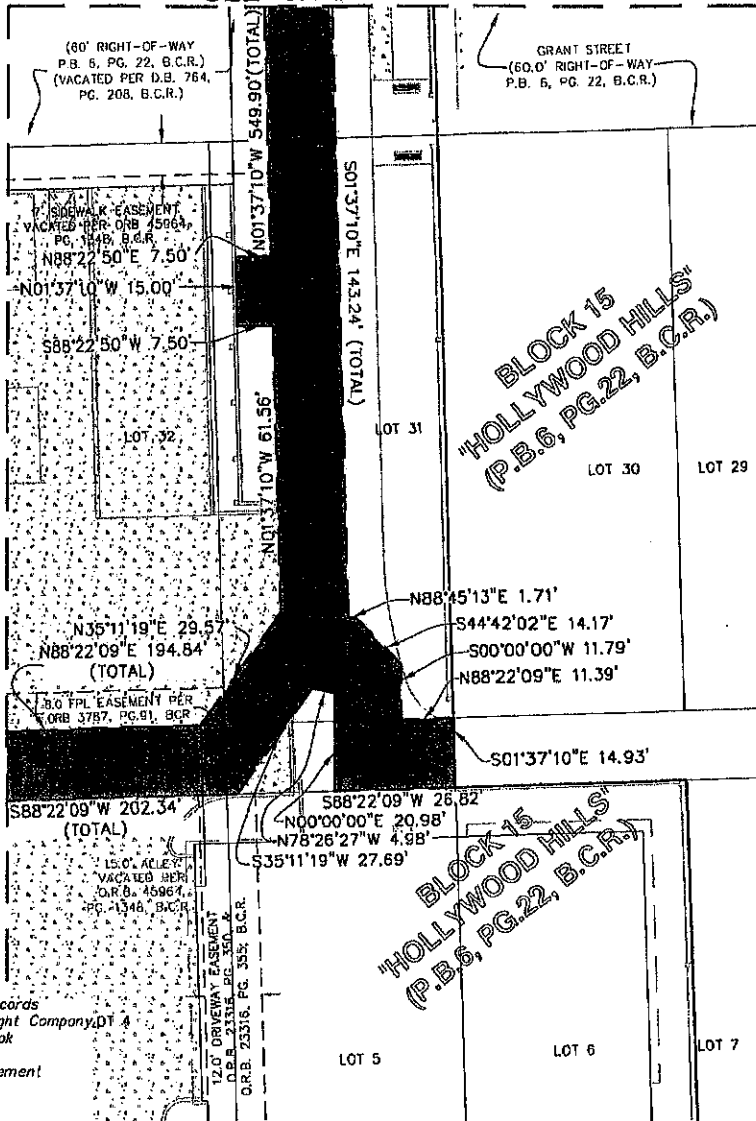
P:\Projects\2006\065705\Joe Dimaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr. Uecker Easements-Waterline-Esmt.dwg

**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**

SEE SHEET 7 OF 10



SEE SHEET 5 OF 10



**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company, DT 4
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Elk Drive, Suite 500, Fort Lauderdale, Florida 33310  
Phone: 954.921.7701 Fax: 954.921.8007  
Certificate of Authorization 6791

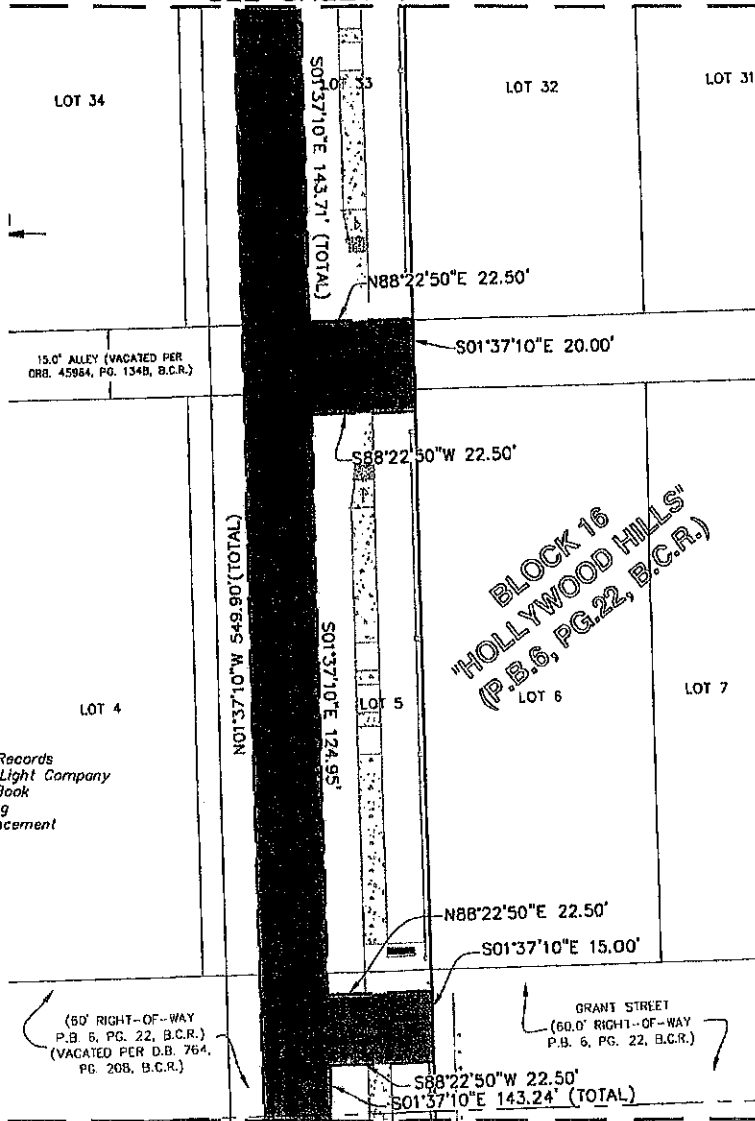
**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1" = 30'	06-5705	6
DATE	CAD FILE	
11/08/2010	SEE LEFT	10

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**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**

SEE SHEET 8 OF 10



**BLOCK 16  
"HOLLYWOOD HILLS"  
(P.B. 6, PG. 22, B.C.R.)**

**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement

SEE SHEET 6 OF 10

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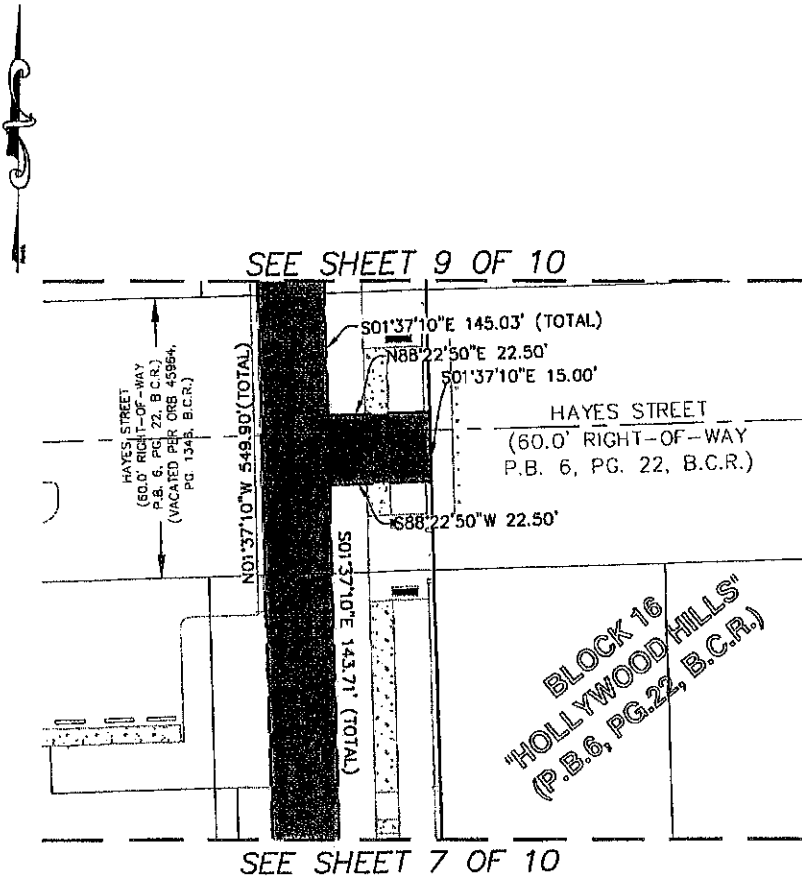


**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Eker Drive, Suite 920, Fort Lauderdale, Florida 33316  
Phone: 954.921.7701 Fax: 954.921.8007  
Certificate of Authorization 6791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE 1" = 30'	PROJECT No. 06-5705	SHEET <b>7</b>
DATE 11/08/2010	CAD FILE SEC LEFT	10

**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**



**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



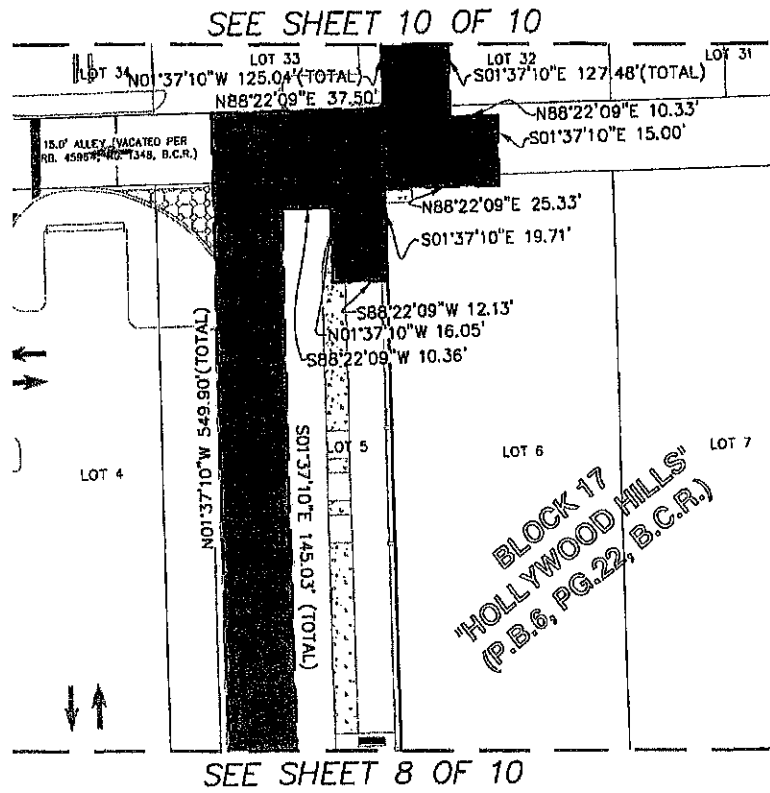
Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 1800 Eber Drive, Suite 500, Fort Lauderdale, Florida 33315  
 Phone: 954.921.7741 Fax: 954.921.8937  
 Certificate of Authorization 6791

**JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL**  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE 1"=30'	PROJECT NO. 06-5705	SHEET 8
DATE 11/08/2010	CAD FILE SEE LEFT	10

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**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**



**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1000 Eber Drive, Suite 500, Fort Lauderdale, Florida 33310  
Phone: 954.821.7788 Fax: 954.821.8807  
Certificate of Authorization 8791

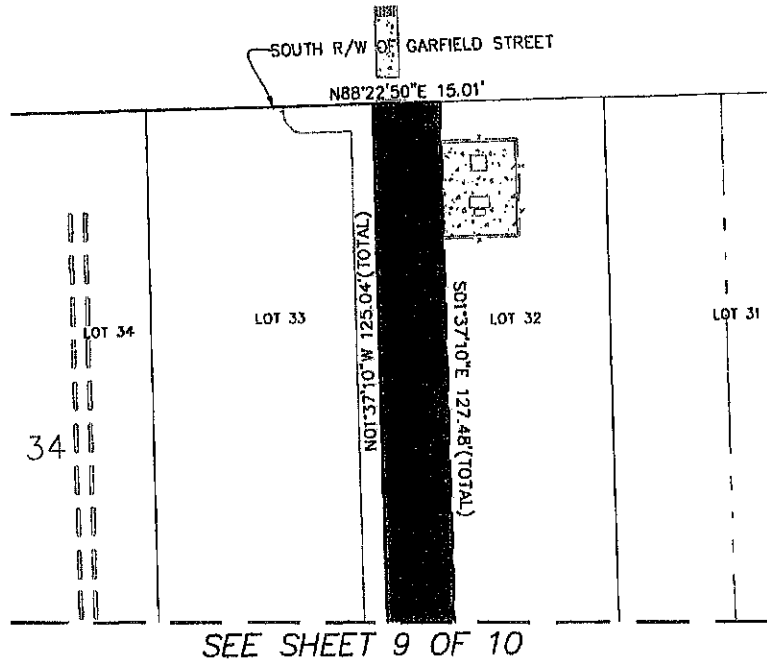
**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1"=30'	06-5705	9
DATE	CAD FILE	
11/08/2010	SEE LEFT	10

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**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT**

**GARFIELD STREET**  
(60.0' RIGHT-OF-WAY P.B. 6, PG. 22, B.C.R.)



SEE SHEET 9 OF 10

**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1900 Eker Drive, Suite 600, Fort Lauderdale, Florida 33310  
Phone: 554.921.7781 Fax: 554.921.8807  
Certificate of Authorization #791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.
1"=30'	06-5705
DATE	CAD FILE
11/08/2010	SEE LEFT

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**LAND DESCRIPTION  
WATERLINE EASEMENT BSP No. 8  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lots 4 and 5, Block 15, of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida and being more particularly described as follows:

**COMMENCING** at the Southwest corner of Lot 1, Block 15, said corner being at the intersection of the North right-of-way line of Johnson Street and the East right-of-way line of North 35<sup>th</sup> Avenue, as shown on said HOLLYWOOD HILLS;

**THENCE** North 88°22'09" East on the South line of said Block 15, a distance of 181.70 feet to the **POINT OF BEGINNING**;

**THENCE** North 01°37'48" West, a distance of 12.00 feet;

**THENCE** North 88°22'09" East, a distance of 20.00 feet;

**THENCE** South 01°37'48" East, a distance of 12.00 feet;

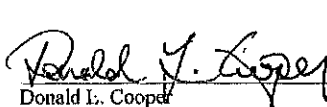
**THENCE** South 88°22'09" West, a distance of 20.00 feet to the **POINT OF BEGINNING**;

Said lands lying in City of Hollywood, Broward County, Florida, and containing 240 square feet, more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of Johnson Street with said line having an assumed bearing of South 88°22'09" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

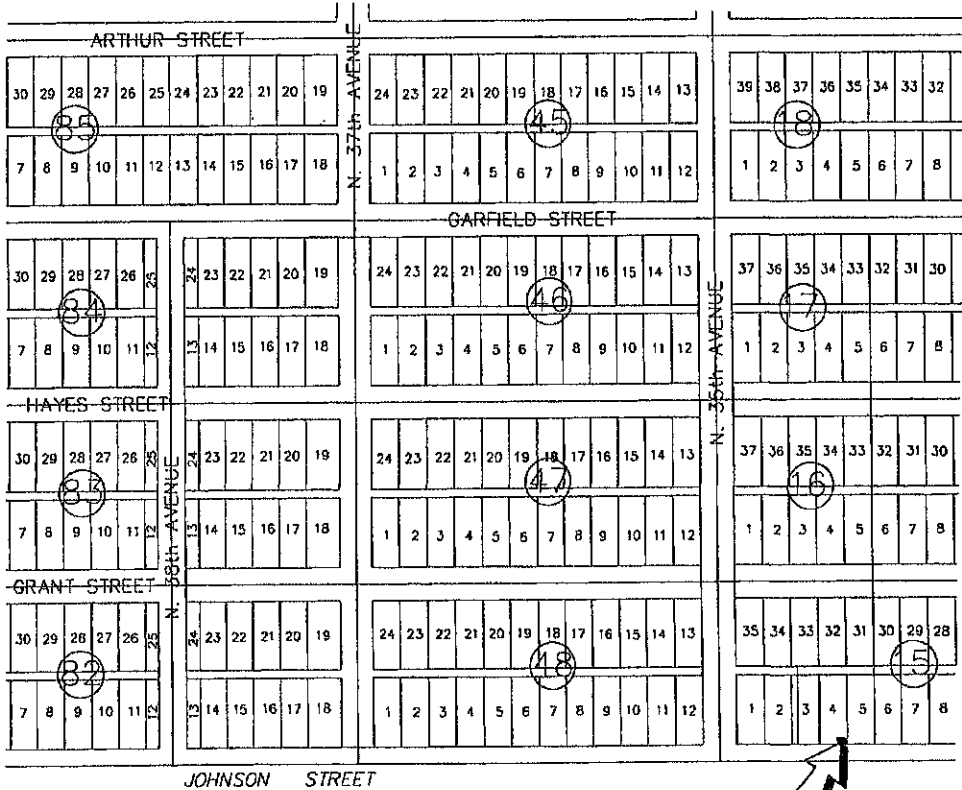
 Date: 3/7/2011  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\065705-SD-WASR-ESMT-BSP8.docx

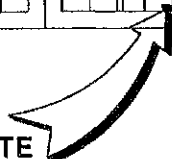
**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT BSP No. 8**



**LOCATION MAP  
NOT TO SCALE**



**SITE**



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1400 Elk Drive, Suite 900, Fort Lauderdale, Florida 33319  
Phone: 954.921.7701 Fax: 954.921.8007  
Certificate of Authorization 8791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE  
N.T.S.  
DATE  
03-04-2011

PROJECT No.  
06-5705  
CAD FILE  
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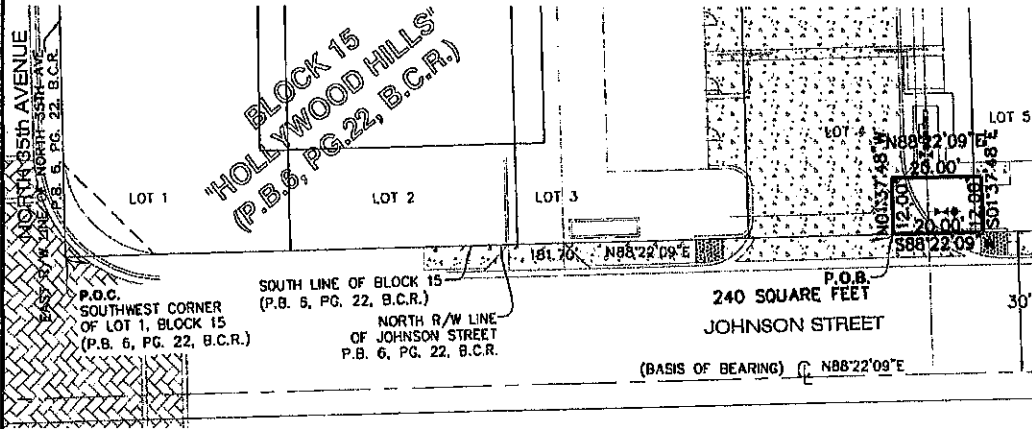
SHEET  
**2**  
3



**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT BSP No. 8**



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**LEGEND:**

- B.C.R. *Broward County Records*
- ⊕ *Centerline*
- O.R.B. *Official Records Book*
- P.O.B. *Point of Beginning*
- P.O.C. *Point of Commencement*
- P.B. *Plat Book*
- P.C. *Page*
- R/W *Right-of-Way*
- SQ. FT. *Square Feet*
- U.E. *Utility Easement*

	Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS 18300 E. 17th Ave, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954.921.7791 Fax: 954.921.8097
	<b>JOE DIMAGGIO'S CHILDREN'S HOSPITAL</b>
	CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	1" = 30'
DATE	03-04-2011

PROJECT No.	06-5705
CAD FILE	SEE LEFT

SHEET	<b>3</b>
SHEET	3

**LAND DESCRIPTION  
WATERLINE EASEMENT BSP No. 5  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lot 35, Block 15, of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, and a portion of the 60.0 foot vacated right-of-way according to Deed Book 764, Page 208, all of the Public Records of Broward County, Florida and being more particularly described as follows:

**COMMENCING** at the Southwest corner of Lot 1, Block 15, said corner being at the intersection of the North right-of-way line of Johnson Street and the East right-of-way line of North 35<sup>th</sup> Avenue, as shown on said HOLLYWOOD HILLS;

THENCE North 01°37'10" West on the West line of said Block 15, a distance of 247.79 feet to the **POINT OF BEGINNING**;

THENCE continue North 01°37'10" West on said West line, a distance of 24.50 feet;

THENCE North 88°22'50" East, a distance of 15.00 feet;

THENCE South 01°37'10" East, a distance of 24.50 feet;

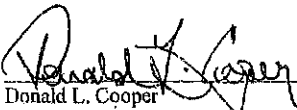
THENCE South 88°22'50" West, a distance of 15.00 feet to the **POINT OF BEGINNING**;

Said lands lying in City of Hollywood, Broward County, Florida, and containing 368 square feet, more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of North 35th Avenue with said line having an assumed bearing of North 01°37'10" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

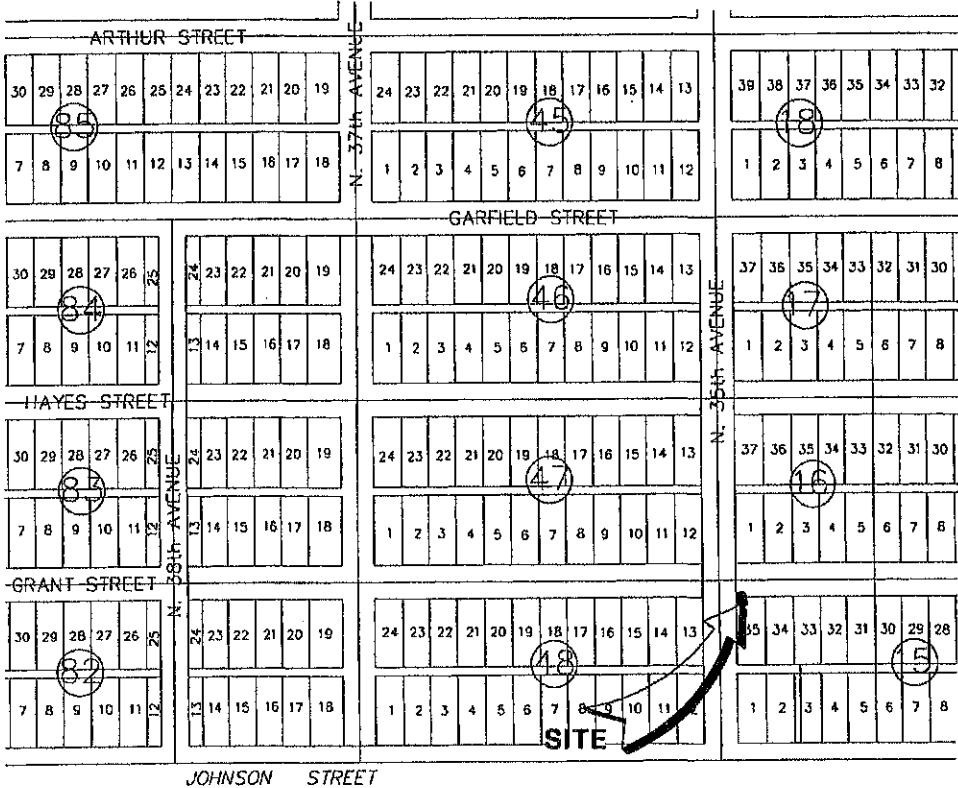
 Date: 3/7/2011  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 4, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\065705-SD-WASR-ESMT-BSP5.docx

**SKETCH OF DESCRIPTION  
WATER LINE EASEMENT BSP No. 5**



**LOCATION MAP  
NOT TO SCALE**

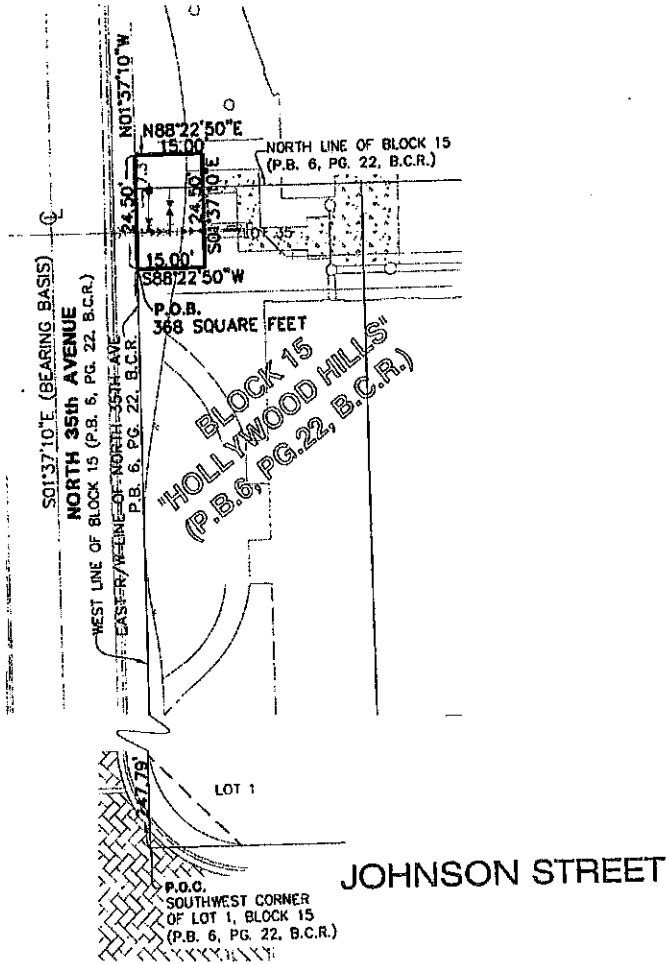


Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1400 Elk Drive, Suite 501, Fort Lauderdale, Florida 33316  
Phone: 954.921.7761 Fax: 954.921.8907  
Certificate of Authorization 0791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
N.T.S.	06-5705	
DATE	CAD FILE	2 3
03-04-2011	SEE LEFT	

### SKETCH OF DESCRIPTION WATER LINE EASEMENT BSP No. 5



**LEGEND:**

- B.C.R. Broward County Records
- ⊕ Centerline
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plot Book
- P.C. Page
- R/W Right-of-Way
- Sq. Ft. Square Feet
- U.E. Utility Easement

P.O.C.  
SOUTHWEST CORNER  
OF LOT 1, BLOCK 15  
(P.B. 6, PG. 22, B.C.R.)

**JOHNSON STREET**

P:\Projects\2006\065705 Joe Dimaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-WASR-ESMT-BSP5.dwg

**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Ekr Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7701 Fax: 954.921.8997  
Certificate of Authorization 0701

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
1"=30'	06-5705	<b>3</b>
DATE	CAD FILE	
03-04-2011	SEE LEFT	3

**LAND DESCRIPTION  
WATERLINE EASEMENT BSP No. 3  
"HOLLYWOOD HILLS"  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lot 37, Block 16, of "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida and being more particularly described as follows:

**COMMENCING** at the Southwest corner of Lot 37, Block 16;

THENCE North 01°37'10" West on the West line of said Lot 37, a distance of 62.39 feet;

THENCE North 88°22'50" East, a distance of 4.47 feet to the **POINT OF BEGINNING**;

THENCE North 01°37'10" West, a distance of 15.00 feet;

THENCE North 88°22'50" East, a distance of 10.00 feet;

THENCE South 01°37'10" East, a distance of 15.00 feet;

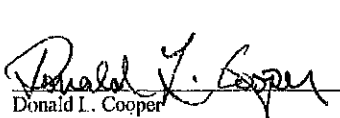
THENCE South 88°22'50" West, a distance of 10.00 feet to the **POINT OF BEGINNING**;

Said lands lying in City of Hollywood, Broward County, Florida, and containing 150 square feet, more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings shown hereon are based on the centerline of North 35th Avenue with said line having an assumed bearing of North 01°37'10" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

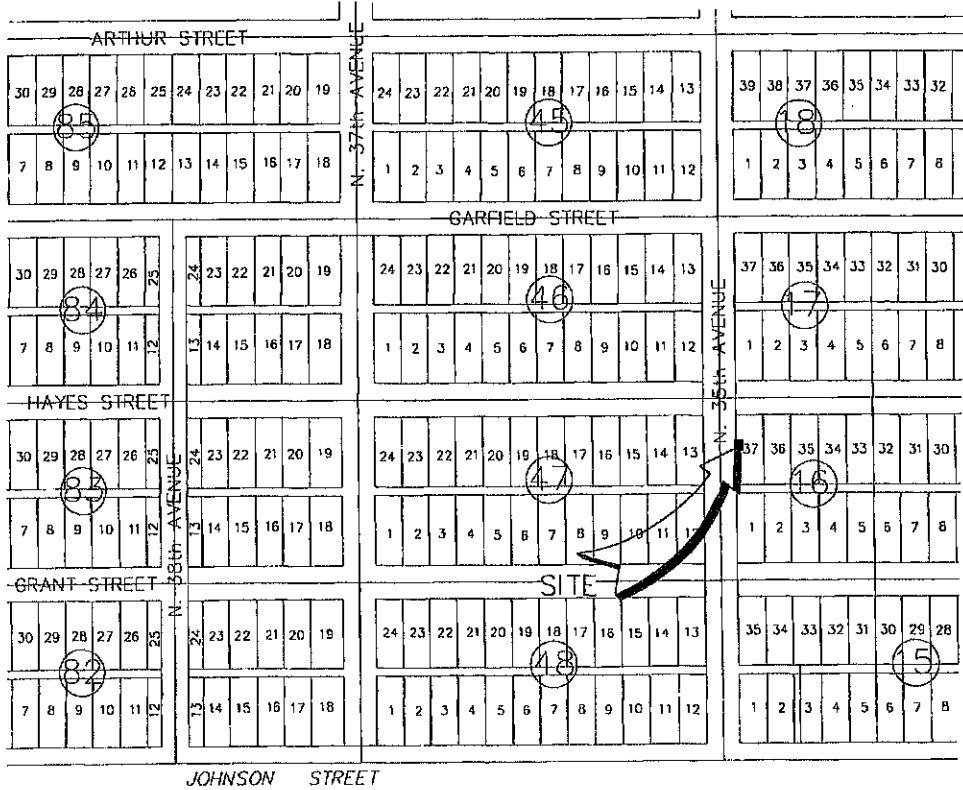
 Date: 3/7/2011  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\065705-SD-WASR-ESMT-BSP3.docx


SKETCH OF DESCRIPTION  
WATER LINE EASEMENT BSP -No. 3



LOCATION MAP  
NOT TO SCALE



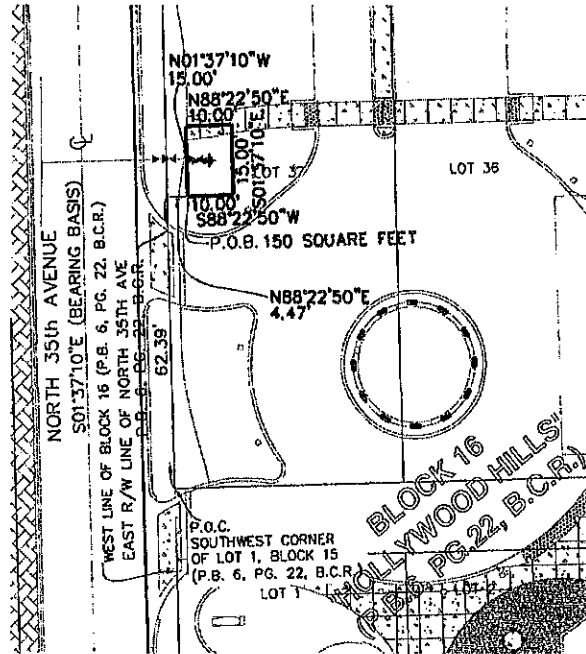
P:\Projects\2006\065705 Joe Dimaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-WASR-ESMT--BSP 3.dwg

	Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS
	1800 Elk Drive, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954-911-7701 Fax: 954-911-8997
	Certificate of Authorization B781
	JOE DIMAGGIO'S CHILDREN'S HOSPITAL CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE N.T.S.	PROJECT NO. 06-5705	SHEET 2
DATE 03-04-2011	CAD FILE SEE LEFT	3

SCALE N.T.S.	PROJECT NO. 06-5705	SHEET 2
DATE 03-04-2011	CAD FILE SEE LEFT	3

SKETCH OF DESCRIPTION  
WATER LINE EASEMENT BSP No. 3



P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-WASR-ESMT-8SP3.dwg

LEGEND:

- B.C.R. Broward County Records
- C Centerline
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1900 Hwy 60, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.1781 Fax: 954.921.8901  
Certificate of Authorization #791

JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1"=30'	06-5705	3
DATE	CAD FILE	
03-04-2011	SEE LEFT	3

Prepared By:  
Alan Fallik  
Deputy City Attorney  
City of Hollywood, Florida  
2600 Hollywood Boulevard, Suite 407  
Hollywood, Florida, 33020

#### UTILITY EASEMENT

THIS INDENTURE made this first day of June 2011 between 3449 JOHNSON STREET, LLP, a Florida limited liability limited partnership (successor in title and interest to 3449 Johnson Street, Inc., a Florida corporation), party of the first part (hereinafter "Grantor"), and CITY OF HOLLYWOOD, a political subdivision of the State of Florida, party of the second part (hereinafter "Grantee").

#### WITNESSETH

WHEREAS, Grantor is the owner of property situated in Broward County, Florida, and described as follows:

See Exhibit "A" attached hereto and made part hereof; (the "Property");  
and

WHEREAS, the Grantee desires an easement for the sole purposes of owning, constructing, operating, maintaining, repairing, installing, rebuilding and replacing water mains and other related water installations which might be required for the purpose of providing water supply service for domestic or other use (the "Easement Purposes") to and from Grantor's Property and other properties, which may or may not abut or be contiguous to the "Easement Area" (defined below); and

WHEREAS, the Grantor is willing to grant such easement as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and ten dollars receipt of which is acknowledged by Grantor, and other valuable consideration, the Grantor does hereby grant unto the Grantee, its successors and assigns, a permanent and nonexclusive easement for the Easement Purposes, in, over, under, through, upon and across a portion of the Property described above, which portion (the "Easement Area") is more specifically described in Exhibit "B" attached hereto and made a part hereof.

In the event the Grantee must excavate within utility easements to repair and/or maintain the water main or water installations, the Grantee will be responsible for



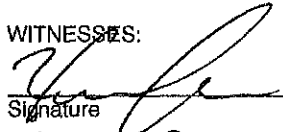
restoration of asphalt paved areas only. The Grantee will not be responsible for restoration of landscaping, decorative paving brick, stamped concrete, concrete pavement, curbing and sidewalk areas.

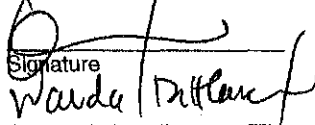
IN WITNESS WHEREOF the said Grantor has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officers thereunto duly authorized, on date set out above.

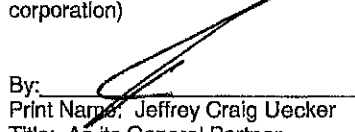
**GRANTOR:**

3449 JOHNSON STREET, LLP. a Florida limited liability limited partnership (successor in title and interest to 3449 Johnson Street, Inc., a Florida corporation)

WITNESSES:

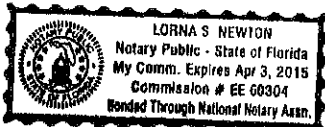
  
Signature  
Yasmin Cabrera  
Print Name

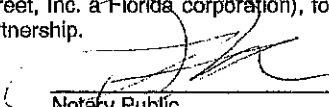
  
Signature  
Wanda Dillman  
Print Name

By:   
Print Name: Jeffrey Craig Uecker  
Title: As its General Partner  
Date: June 8, 2011

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of June 2011, by Jeffrey Craig Uecker, as General Partner of 3449 Johnson Street, LLP. a Florida limited liability limited partnership (successor in title and interest to 3449 Johnson Street, Inc. a Florida corporation), for and on behalf of the limited liability limited partnership.



  
Notary Public  
My commission expires: \_\_\_\_\_  
Lorna S. Newton  
Print, type or stamp name

Personally known  OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT A**  
**"3449 Property"**

Lot 1 and Lot 2, and the West 10.00 feet of Lot 3, of Block 15, HOLLYWOOD HILLS, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, LESS the following described parcel:

A portion of Lot 1, Block 15, HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows: Beginning at the Southwest corner of said Lot 1, Thence North 00°00'45" East, along the West line of said Lot 1, and the East right-of-way line of North 35<sup>th</sup> Avenue, 20.00 feet; Thence South 44°59'18" East, 28.28 feet to an intersection with the South line of said Lot 1 and the North right-of-way line of Johnson Street; Thence North 89°59'20" West, along the South line of Lot 1 and said North right-of-way line, 20.00 feet, to the Point of Beginning;

EXHIBIT 'B'

**LEGAL DESCRIPTION  
15.0 UTILITY EASEMENT SOUTH  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a 15.0 foot alley adjoining Lots 1 through 3, all in Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 1;

THENCE North 01°37'10" West on the extension of the East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 7.50 feet;

THENCE North 88°22'09" East, a distance of 110.01 feet to a point on the West line of a 15 foot vacated alley as recorded in Official Records Book 45964, Page 1348, of the Public Records of Broward County, Florida;

THENCE South 01°37'10" East on the West line of said vacated 15 foot alley, a distance of 7.50 feet to a point on the North line of said Lot 3, said point also being the Northeast corner of a Parking Easement as recorded in Official Records Book 29427, Page 1216, of the Public records of Broward County, Florida;

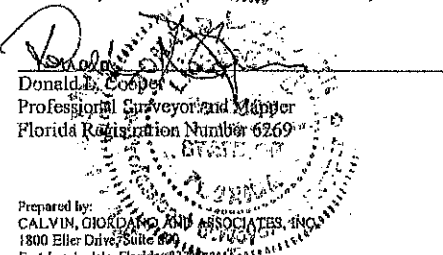
THENCE South 88°22'09" West on the North line of said Lots 1 through 3 and North line of said Parking Easement, a distance of 110.01 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 825 square feet (0.0189 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**


  
 Donald L. Cooper  
 Professional Surveyor and Mapper  
 Florida Registration Number 6269

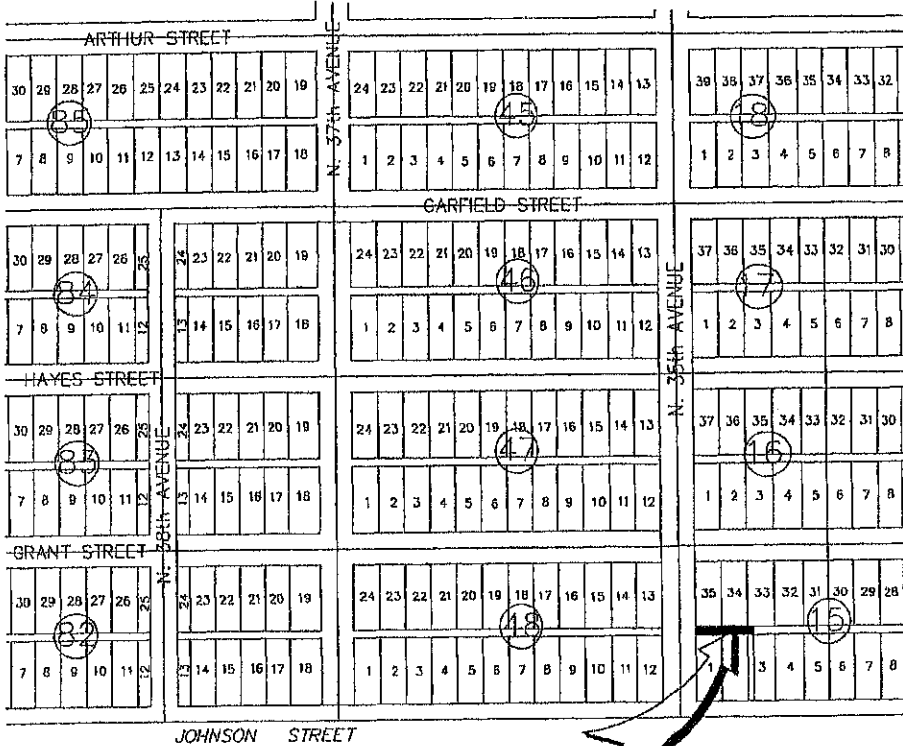
Prepared by:  
 CALVIN, GIORDANO & ASSOCIATES, INC.  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33309  
 November 8, 2010  
 P:\Projects\2006\65705 Juv DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-15 FOOT ALLEY SOUTH.dwg

SHEET 1 OF 3

**SKETCH OF DESCRIPTION  
15' ALLEY UTILITY EASEMENT (SOUTH HALF)**



**LOCATION MAP  
NOT TO SCALE**



**SITE**

P:\Projects\2006\065705 Joe Dimaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr. Uecker Easements-15-Foot Alley South Side.dwg



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Eder Drive, Suite 600, Fort Lauderdale, Florida 33306  
Phone: 954.921.1781 Fax: 954.921.1809  
Certificate of Authorization 0701

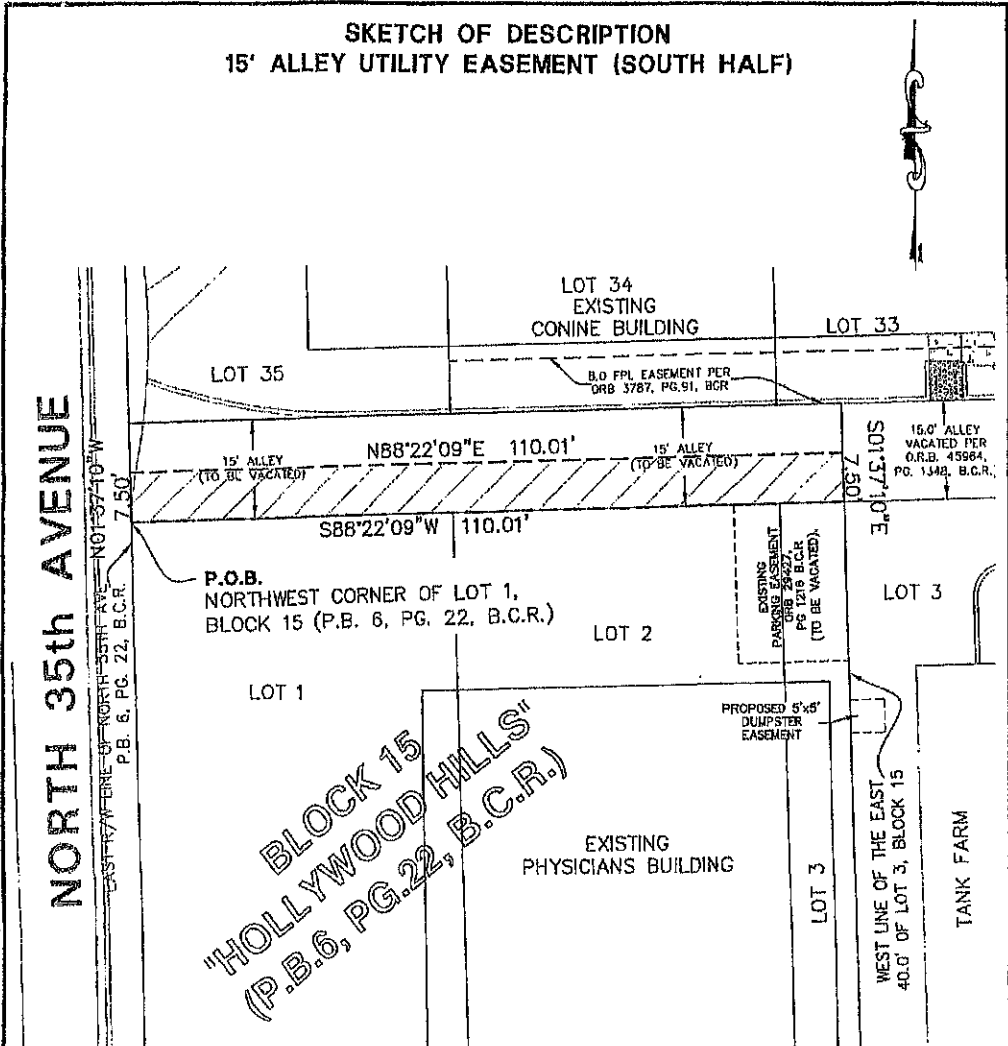
**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
N.T.S.	06-5705	
DATE	CAD FILE	2
11-8-2010	SEE LEFT	

3

P:\Projects\2008\065705\Joe Dimaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr. Uecker Easements-15-Foot Alley South Side.dwg

**SKETCH OF DESCRIPTION  
15' ALLEY UTILITY EASEMENT (SOUTH HALF)**



**LEGEND:**

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- P.G. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 8th Ave., Suite 600, Fort Lauderdale, FL 33316  
Phone: 954.591.7721 Fax: 954.521.8107  
Certificate of Authorization 6791

**JOE DIMAGGIO'S  
CHILDREN'S HOSPITAL**  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE 1" = 20'	PROJECT No. 06-5705	SHEET <b>3</b>
DATE 11/08/2010	DATE FILED SEC. LEFT	

Prepared By:  
Alan Fallik  
Deputy City Attorney  
City of Hollywood, Florida  
2600 Hollywood Boulevard, Suite 407  
Hollywood, Florida 33020

CORRECTIVE PERMANENT EASEMENT

THIS INDENTURE made this 22 day of June, 2011, between SOUTH BROWARD HOSPITAL DISTRICT, whose post office address is 3501 Johnson Street, Hollywood, Florida 33021 ("first party"), and the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation, whose post-office address is 2600 Hollywood Blvd., Hollywood, FL 33020 (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.)

W I T N E S S E T H:

WHEREAS, the first party is the owner of property situate in Broward County, Florida, described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the second party desires a permanent easement for right-of-way purposes on, over and across the Property; and

WHEREAS, the first party is willing to grant such easement; and

WHEREAS, this is a corrective permanent easement that corrects that certain permanent easement recorded in Official Records Book 47841, Page 356, of the Public Records of Broward County, Florida;

(7)

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the first party does hereby grant unto the second party, its successors and assigns, a permanent easement on, over and across the Property for right-of-way purposes and uses incidental to right-of-way purposes.

The first party shall maintain the public improvements within the Property in good and safe repair.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed the day and year first above written.

WITNESSES: South Broward Hospital District

Sign: [Signature] By: [Signature]  
 Print: J. Blair Frank V. Sacco, President & CEO  
 Print Name and Title

Sign: [Signature]  
 Print: [Signature]

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this June 30, 2011, by Frank V. Sacco as President & CEO of South Broward Hospital District.

[Signature]  
Notary Public  
Print: Sharon R. Mecca  
Commission No.: \_\_\_\_\_

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

My commission expires:



**LEGAL DESCRIPTION  
EASEMENT  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lot 31 of Block 15, a portion of Lots 5 and 33 of Block 16, a portion of Lot 5 of Block 17, a portion of the 15.0 foot alleys within said blocks, and a portion of Grant Street and Hayes Street, all in "HOLLYWOOD HILLS", according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Southeast corner of Lot 33, said Block 17;

THENCE South  $01^{\circ}37'10''$  East, a distance of 15.00 feet to the Northeast corner of said Lot 5, Block 17;

THENCE Southwesterly, on the arc of a non-tangent curve to the left of which the radius point lies South  $01^{\circ}37'10''$  East, having a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 23.56 feet to a point of tangency;

THENCE South  $01^{\circ}37'10''$  East, a distance of 280.13 feet to the beginning of a tangent curve to the left;

THENCE Southeasterly, on the arc of said curve to the left having a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 23.56 feet to the Southeast corner of said Lot 33, Block 16;

THENCE South  $01^{\circ}37'10''$  East, a distance of 15.00 feet to the Northeast corner of said Lot 5, Block 16;

THENCE Southwesterly, on the arc of a non-tangent curve to the left of which the radius point lies South  $01^{\circ}37'10''$  East, having a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 23.56 feet to a point of tangency;

THENCE South  $01^{\circ}37'10''$  East, a distance of 280.02 feet to the beginning of a tangent curve to the left;

THENCE Southeasterly, on the arc of said curve to the left having a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 23.56 feet to the Southeast corner of said Lot 31, Block 15;

THENCE South  $01^{\circ}37'10''$  East, a distance of 15.00 feet to the Northeast corner of Lot 5, said Block 15;

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Revised March 7, 2011  
Last revised June 21, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\065705-V-SD-ESMT-ACCESS.doc

SHEET 1 OF 5



THENCE Northwesterly, on the arc of a non-tangent curve to the right of which the radius point lies North  $01^{\circ}37'10''$  West, having a radius of 30.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 47.12 feet to a point of tangency;

THENCE North  $01^{\circ}37'10''$  West, a distance of 605.14 feet to the beginning of a tangent curve to the right;

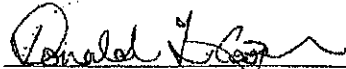
THENCE Northeasterly, on the arc of said curve to the right having a radius of 30.00 feet, a central angle of  $90^{\circ}00'00''$ , and an arc distance of 47.12 feet to the **POINT OF BEGINNING**.

Said lands lying in City of Hollywood, Broward County, Florida, and containing 10,458 square feet (0.2401 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South  $01^{\circ}37'10''$  East. Control points from survey used were C42, C43, D41, and E42.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

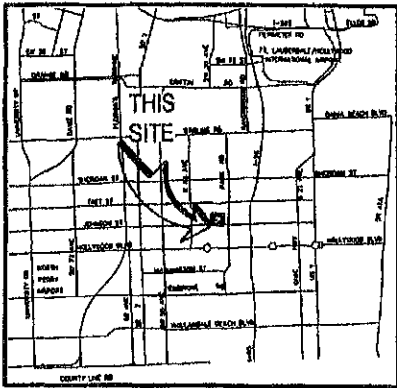
**CALVIN, GIORDANO & ASSOCIATES, INC.**



Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number LS 6269

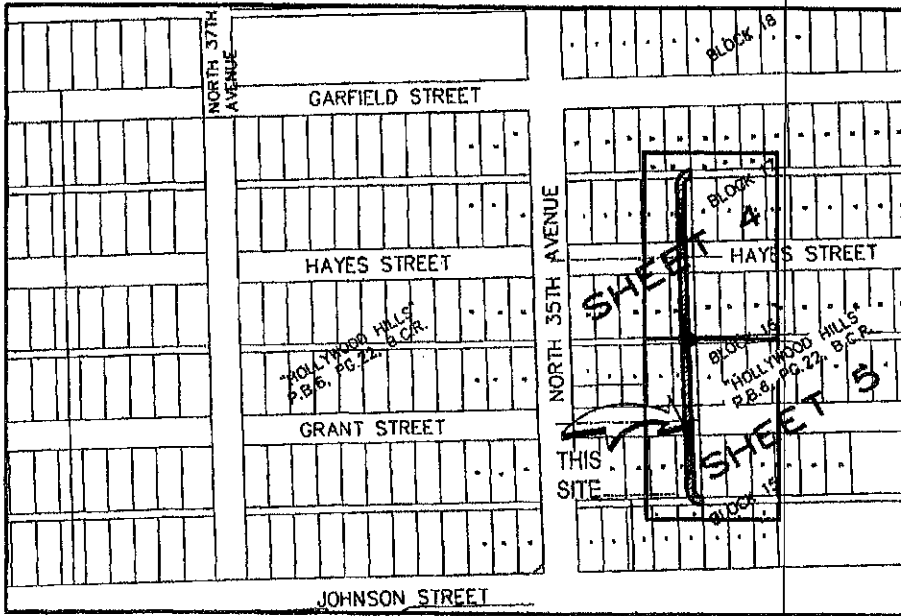
Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Revised March 7, 2011  
Last revised June 21, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\065705-V-SD-ESMT-ACCESS.doc

**SKETCH OF LEGAL DESCRIPTION  
EASEMENT  
LOCATION AND KEY MAP**



**VICINITY MAP  
NOT TO SCALE**

**LEGEND:**  
 B.C.R. = BROWARD COUNTY RECORDS  
 CA = CENTRAL ANGLE/DELTA  
 L = ARC LENGTH  
 O.R.B. = OFFICIAL RECORDS BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 P.O.B. = POINT OF BEGINNING  
 R = RADIUS



**LOCATION MAP  
NOT TO SCALE**

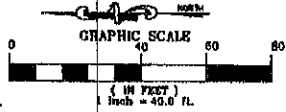
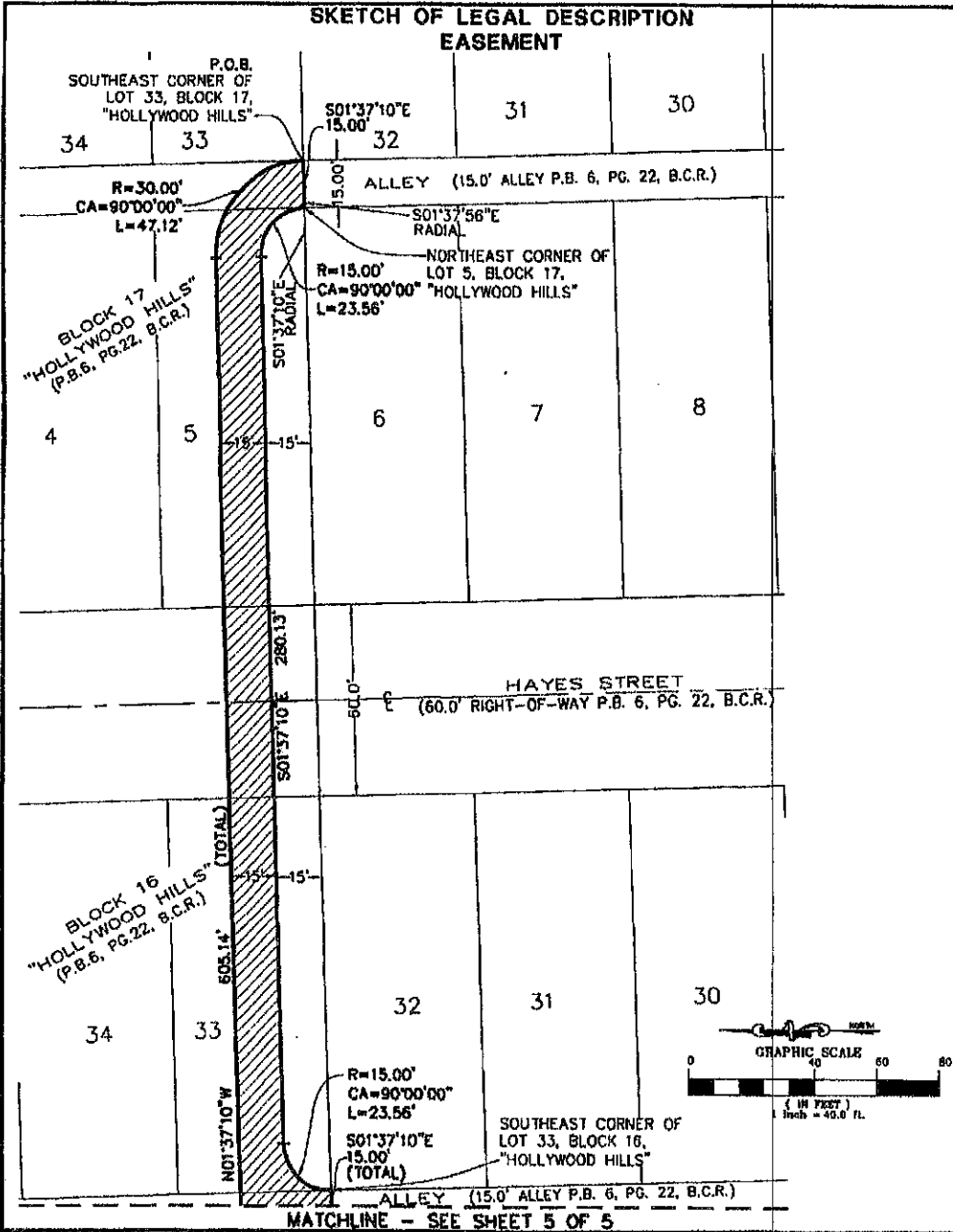


**Galvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS  
 1700 Blue Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954.971.7781 Fax: 954.921.8907  
 Certificate of Authorization #921

**Joe DiMaggio's Childrens' Hospital**  
 CITY OF HOLLYWOOD  
 BROWARD COUNTY, FLORIDA

SCALE	PROJECTING	SHEET
N.T.S.	06-5705.16	3
DATE	DRAWN	
03/07/2011	SEE LEFT	5

P:\Projects\2006\065705 - Joe DiMaggio Childrens Hospital\SURVEY\USE\FCH\Vacation Easements\065705-18-V-SD-ACCESS-ESMT.dwg Jun 21, 2011 - 8:08am



P:\Projects\2006\085705 - Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\Access-Easement\085705-16-V-SD-ACCESS-ESMT.dwg Jun 21, 2011 - 8:08am



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS  
1800 Elk River Drive, Suite 900, Fort Lauderdale, Florida 33316  
Phone: 954.871.7711 Fax: 954.921.8807  
Certificate of Authorization #29

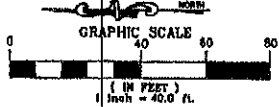
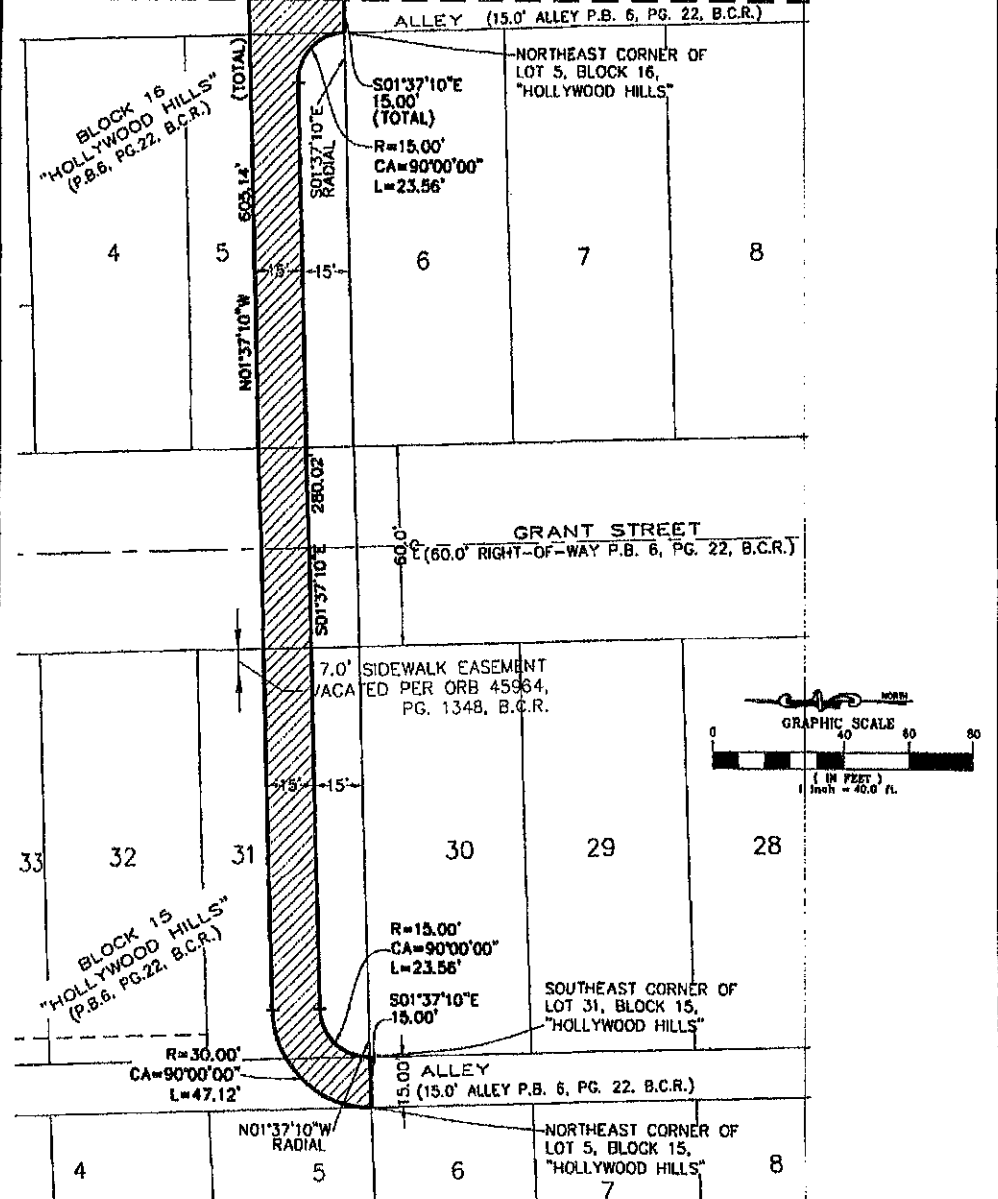
**Joe DiMaggio's Childrens' Hospital**  
**CITY OF HOLLYWOOD**  
**BROWARD COUNTY, FLORIDA**

SCALE 1"=40.0'	PROJECT NO. 06-5705.16
DATE 03/07/2011	SAC FILE SEE LEFT


SHEET 4
5

**SKETCH OF LEGAL DESCRIPTION  
EASEMENT**

**MATCHLINE - SEE SHEET 4 OF 5**



P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\Vacation Easements\065705-16-V-SD-ACCESS-ESMT.dwg Jun 21, 2011 - 8:09am

 <p><b>Calvin, Giordano &amp; Associates, Inc.</b> EXCEPTIONAL SOLUTIONS 1100 Eber Drive, Suite 600, Fort Lauderdale, Florida 33308 Phone: 954.921.7778 Fax: 954.921.8107 Certificate of Authorization: 6791</p>	<p><b>Joe DiMaggio's Childrens' Hospital</b> <b>CITY OF HOLLYWOOD</b> <b>BROWARD COUNTY, FLORIDA</b></p>	SCALE	PROJECT NO.	Sheet
		DATE	DATE FILE	5
		1" = 40.0'	06-5705.16	5
		03\07\2011	SEE LEFT	5

Easement Agreement

This Easement Agreement ("Agreement") is made this 30 day of June, 2011, by and between 3449 JOHNSON STREET, LLLP, a Florida limited liability limited partnership (successor in title and interest to 3449 Johnson Street, Inc., a Florida corporation) (hereinafter "3449"), and SOUTH BROWARD HOSPITAL DISTRICT, a special tax district pursuant to the laws of the State of Florida, having an address of 3501 Johnson Street, Hollywood, Florida 33021 (hereinafter "DISTRICT")(collectively the "Parties").

**RECITALS:**

A. 3449 is the owner of certain real property located in the City of Hollywood, Broward County, Florida, more particularly described as:

Lot 1 and Lot 2, and the West 10.00 feet of Lot 3, of Block 15, HOLLYWOOD HILLS, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, LESS the following described parcel:

A portion of Lot 1, Block 15, HOLLYWOOD HILLS, according to the Plat thereof, as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows: Beginning at the Southwest corner of said Lot 1, Thence North 00°00'45" East, along the West line of said Lot 1, and the East right-of-way line of North 35<sup>th</sup> Avenue, 20.00 feet; Thence South 44°59'18" East, 28.28 feet to an intersection with the South line of said Lot 1 and the North right-of-way line of Johnson Street; Thence North 89°59'20" West, along the South line of Lot 1 and said North right-of-way line, 20.00 feet, to the Point of Beginning ("3449 Property")

B. DISTRICT is the owner of property located generally west, north and east of the 3449 Property, upon which DISTRICT has constructed and operates Memorial Regional Hospital, Joe DiMaggio Children's Hospital, a medical office building and associated support facilities, including certain real property located adjacent to and north of the 3449 Property that was formerly a public alley that was vacated by the City of Hollywood on January 7, 2009, as Ordinance No. 2009-01 ("Vacated Alley"). The DISTRICT property is described on Exhibit A, attached hereto ("DISTRICT Property").

C. The Parties desire to establish certain easement rights over and across certain property of each Party, which lands were formerly public access alleys that have been vacated by the City of Hollywood, and to provide for maintenance and responsibility for such areas as between the Parties, all as more particularly described herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, 3449 and DISTRICT hereby agree as follows:

(22)

1. The above-stated Recitals are true and correct and are incorporated herein by reference.

2. Definitions. In addition to those terms defined in the Recitals or elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

(a) "Dumpster Easement Area" shall mean those portions of the DISTRICT Property more particularly described on the sketch and legal description attached hereto and incorporated herein as "Exhibit B-1."

(b) "Access Easement Area" shall mean those portions of the DISTRICT Property more particularly described on the sketch and legal description attached hereto and incorporated herein as "Exhibit B-2."

(c) "Vacated Alley Easement Area" shall mean those portions of the DISTRICT Property and 3449 Property more particularly described on the sketch and legal description attached hereto and incorporated herein as "Exhibit B-3."

(d) "Easement Areas" shall mean those areas described collectively in Exhibits B-1, B-2 and B-3.

(e) "Authorized Easement Users" shall mean those persons or entities authorized by a Party to utilize an Easement Area in accordance with this Agreement (including, without limitation, their respective guests, invitees, employees, and contractors) for one or more of the permitted uses established herein.

3. Establishment of Easements:

(a) DISTRICT hereby grants and establishes for the benefit of 3449 a non-exclusive perpetual easement over and across the Dumpster Easement Area for placement, installation, operation, maintenance, repair, alteration, inspection and replacement of a dumpster, together with an easement over and across DISTRICT property as may be necessary for reasonable ingress and egress by users of the 3449 Property and by the designated waste removal service to and from the Dumpster Easement Area.

(b) DISTRICT hereby grants and establishes for the benefit of 3449 a non-exclusive perpetual access easement over and across the Access Easement Area.

(c) DISTRICT hereby grants and establishes for the benefit of 3449 a non-exclusive perpetual easement for pedestrian and vehicular access, ingress and egress over and across the north half of the Vacated Alley Easement Area owned by DISTRICT, between the 3449 Property and the adjacent public right-of-way (which is known as "North 35<sup>th</sup> Avenue" as of the date of this Agreement).

(d) 3449 hereby grants and establishes for the benefit of the DISTRICT a non-exclusive perpetual easement for the maintenance, repair, alteration, inspection and replacement of pavement, utilities, drainage facilities, lighting, landscaping, and for pedestrian and vehicular access between the DISTRICT Property and the adjacent public right-of-way (which is known as "North 35<sup>th</sup> Avenue" as of the date of this Agreement), under, over and across the south half of the Vacated Alley Easement owned by 3449. DISTRICT agrees and acknowledges that the portion of the Vacated Alley Easement Area subject to DISTRICT's easement pursuant to this Agreement is subject to a Utility Easement (the "Utility Easement") from 3449 in favor of the

City of Hollywood, a political subdivision of the State of Florida (the "City"), recorded June 8, 2011, in Official Records Book 47963, at Page 572, of the Public Records of Broward County, Florida, and that any improvements by DISTRICT within the portion of the Vacated Alley Easement Area subject to DISTRICT's easement may be removed by the City pursuant to the Utility Easement, and in this event 3449 shall not be responsible for replacing or repairing said improvements, or for the cost thereof. DISTRICT also agrees and acknowledges that it is fully familiar with the terms of the Utility Easement.

Each Party shall maintain and keep in good repair the portion of the Easement Areas owned by it, but neither Party shall have any obligation to maintain, repair, or replace any improvements constructed or placed by the other Party in, under or about the Easement Areas (subject to the indemnity obligations under Paragraph 7 of this Agreement).

4. Limitation of Easements. DISTRICT and 3449 each mutually agree that the exercise of such Party's rights pursuant to the easements granted hereby shall be reasonable, shall be in compliance with all applicable governmental laws, rules and regulations, and shall be subject to all existing encroachments upon the property of such Party and to all reservations, limitations and restrictions of record.

5. Reservation of Rights. Each Party hereby reserves the right: (a) to exclude the public, including all persons and entities other than Authorized Easement Users, from the Easement Areas established by this Agreement; (b) to use the Easement Areas upon such Party's property for any purpose not otherwise inconsistent with this Agreement. Neither Party shall build any structure within or otherwise improve the Easement Areas, or use or permit the use of the Easement Areas, in such a manner so as to prevent, impair, or adversely affect the other Party's exercise of its rights under this Agreement.

6. Running with the Land. It is the intention of the Parties hereto that the rights and easements herein established shall run with, and be appurtenant to, such parcels and shall be burdens upon those portions of property upon which they are imposed, shall run with such portions of the property and shall bind and benefit the owner of such portions of the property and its successors, tenants, assigns, successors-in-title and mortgagees.

7. Costs, Injury and Damage. Each Party, or any person or entity claiming by, through or under such Party, engaging in or undertaking any construction activity in the Easement Areas pursuant to and in accordance with this Agreement shall be liable for the costs of such construction and for any liens arising in connection therewith. Each Party, or any person or entity claiming by, through or under such Party, engaging in any activity upon an Easement Area pursuant to and in accordance with this Agreement shall be responsible for any damages, liability, actions, claims and expenses (including attorneys' fees in a reasonable amount) in connection with loss of life, personal injury or damage to property arising out of, or in any way related to, such activity.

Each Party ("Indemnitor") will defend, protect, and save the other Party harmless from and against any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to

property arising out of Indemnitior's exercise of its rights and obligations under this Agreement (and use of or activity within the Easement Areas by Indemnitior's Authorized Easement Users.

Provided, however, at its sole option, DISTRICT may self-insure, pursuant to Section 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its officers agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Section 768.28, Fla. Stat., indemnify 3449, for, and defend it against, tort liabilities sought to be imposed upon 3449 arising from the actual or alleged liability for the acts or omissions of DISTRICT, or its officers, employees or agents acting within the scope of their duties for DISTRICT. The duty to defend may be satisfied by providing a defense in kind, or, at DISTRICT's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall be satisfied and discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part (said satisfaction and discharge of DISTRICT's obligations shall be to the extent of settlement of such claim, or the satisfaction of judgment), provided, however, that nothing in this Section requires payment by DISTRICT in excess of the amount of DISTRICT's statutorily-limited tort liability under Section 768.28, Fla. Stat. Nothing in this Agreement shall be deemed to require indemnification by DISTRICT of any party for an amount greater than the limitation of liability for tort claims under Section 768.28, Fla. Stat., or otherwise operate to increase DISTRICT's limitations of liability for tort claims under Section 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of DISTRICT for the acts or omissions of any party other than itself, its officers, agents, and employees. For purposes of this Agreement, the phrase "limit of tort liability specified under Section 768.28, Fla. Stat." and similar phrases used in this Paragraph 7, mean the limits of liability stated in Section 768.28, Subsection (5), Fla. Stat., as exist on the date of this Agreement and as may be subsequently increased after the date of this Agreement. This subparagraph of this Paragraph 7 shall apply only to the extent and so long as DISTRICT is expressly, or by ruling of a court of competent jurisdiction, from and after the date of this Agreement, a "state agency or subdivision" under Section 768.28, Fla. Stat.

8. Litigation. In the event of any litigation in connection with these easements, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including attorneys' fees and such costs and fees as may be incurred in connection with any appellate or bankruptcy proceedings.

9. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. Submission to Jurisdiction. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of the State of Florida, Broward County, or in the United States District Court Southern District, having subject matter jurisdiction thereof, and all parties agree to submit to the jurisdiction of such forum.

11. Severability; Entire Agreement; No Third Party Beneficiaries. In the event any portion of this Agreement shall be deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement not judged void, invalid or unenforceable shall be construed so as to carry out, to the closest extent possible, the original



intent of the Parties hereto. This Agreement, together with the exhibits hereto, represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any and all other inconsistent or conflicting prior agreements between the parties. No provision that may have been the subject of negotiation, but which is not incorporated herein, shall be relevant to the construction or to the enforcement of this Agreement. This Agreement shall not confer any rights whatsoever in third parties and nothing in this Agreement is intended to, nor shall it be construed to create, any rights of third parties as third-party beneficiaries.

12. Amendments. This Agreement may not be amended, modified, or supplemented except in writing executed by all parties hereto and duly recorded in the Public Records of Broward County, Florida.

(Signatures appear on the following pages.)





Exhibit A  
DISTRICT Property

**EXHIBIT A**  
**LAND DESCRIPTION**  
**MEMORIAL REGIONAL HOSPITAL**  
**JOE DIMAGGIO BOUNDARY**  
**A PORTION OF SECTION 8, TOWNSHIP 51 SOUTH, RANGE 42 EAST**  
**CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

**Parcel I:**

The East 40 feet of Lot 3 and all of Lots 4 through 6 and 31 through 35 inclusive, Block 15; together with the portion of the adjoining 15 foot alley in said Block 15 and lying between the Northerly projection of the West line of said East 40 feet of Lot 3 and the Southerly projection of the East line of said Lot 33; together with all of Lots 1 through 5 and 33 through 37 inclusive and the adjoining 15 foot alley all in Block 16; together with the West 25 feet of Lot 31 and all of Lots 1 through 5 and 32 through 37 inclusive; together with the portion of the adjoining 15 foot alley in said Block 17 and lying between the Northerly projection of the West line of Lot 1 and the Northerly projection of the East line of Lot 5; together with portions of the adjoining rights-of-way for Grant Street and Hayes Street, all as shown on "HOLLYWOOD HILLS" according to the plat thereof as recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida.

**TOGETHER WITH:**

**Parcel II:**

All of blocks 46,47 and 48; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of 24 and all of Lots 14 through 23 inclusive, Block 82; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of Lot 24 and all of Lots 14 through 23 inclusive, Block 83; together with the East One-Half, (E. ½) of Lot 13 and the East One-Half, (E. ½) of Lot 24 and all of Lots 14 through 23 inclusive, Block 84; together with Lots 13 through 18 inclusive, Block 85, of "HOLLYWOOD HILLS" according to the Plat thereof recorded in Plat Book 6, Page 22 of the Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida; together with that portion of Vacated Garfield Street as described in Official Records Book 21079, Page 7 and Official Records Book 21384, Page 16, of the Public Records of Broward County, Florida.

LESS AND EXCEPTING that described parcel of land in Official Records Book 26575, Page 280 of the Public Records of Broward County, Florida:

A portion of Lot 12, Block 48, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 12;

THENCE North 89°59'20" West, along the South line of said Lot 12 and the North right-of-way line of Johnson Street, 20.00 feet;

Prepared by:  
CALVIN, GIORDANO & ASSOCIATES, INC.  
1809 Eiler Drive, Suite 600  
Fort Lauderdale, Florida  
March 7, 2011  
P:\Projects\2006\065795 Joe Dimaggio Childrens Hospital\SURVEY\Legal Descriptions\LEGALDESCRIPTION-03072011.rtf

THENCE North 45°00'43" East, 13.17 feet;  
THENCE South 89°59'20" East, 3.89 feet;  
THENCE North 00°00'40" East, 3.89 feet;  
THENCE North 45°00'43" East, 9.61 feet to an intersection with the West line of said Lot 12 and  
the West right-of-way line of North 35th Street;  
THENCE South 00°00'45" West, along said East line of Lot 12 and said North right-of-way line,  
20.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida and containing a total net  
area of 1,152,734 square feet (26.462 acres) more or less.

Prepared by:  
CALVIN, GHORDANO & ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida  
March 7, 2011  
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SHEET 2 OF 4 SHEETS

Exhibit B-1  
Dumpster Easement Area

**EXHIBIT B-1  
LEGAL DESCRIPTION  
DUMPSTER EASEMENT AREA  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lot 3 Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, being more particularly described as follows:

**COMMENCE** at the Northwest corner of Lot 1 of said Block 15;

**THENCE** North 88°22'09" East on the North line of said Lot 1 and on the North line of Lots 2 and 3 of said Block 15, a distance of 110.01 feet to the Northwest corner of the East 40.0 feet of said Lot 3, Block 15;

**THENCE** South 01°37'10" East on said East 40.0 feet of Lot 3, Block 15 a distance of 30.00 feet to the **POINT OF BEGINNING**;

**THENCE** North 88°22'50" East, a distance of 5.00 feet;

**THENCE** South 01°37'10" East, a distance of 5.00 feet;

**THENCE** South 88°22'50" West to a point on said East 40.0 feet of Lot 3 a distance of 5.00 feet;

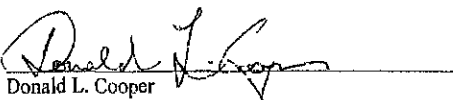
**THENCE** North 01°37'10" West, a distance of 5.00 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 25 square feet ( 0.0006 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number 6269

6-30-2011

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SID-DUMPSTER-ESMT.doc

SHEET 1 OF 3



EXHIBIT B-1  
 SKETCH OF DESCRIPTION  
 DUMPSTER EASEMENT AREA



LOCATION MAP  
 NOT TO SCALE



SITE

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Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 800 Elk Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954.921.1701 Fax: 954.921.6007  
 Certificate of Authorization 0791

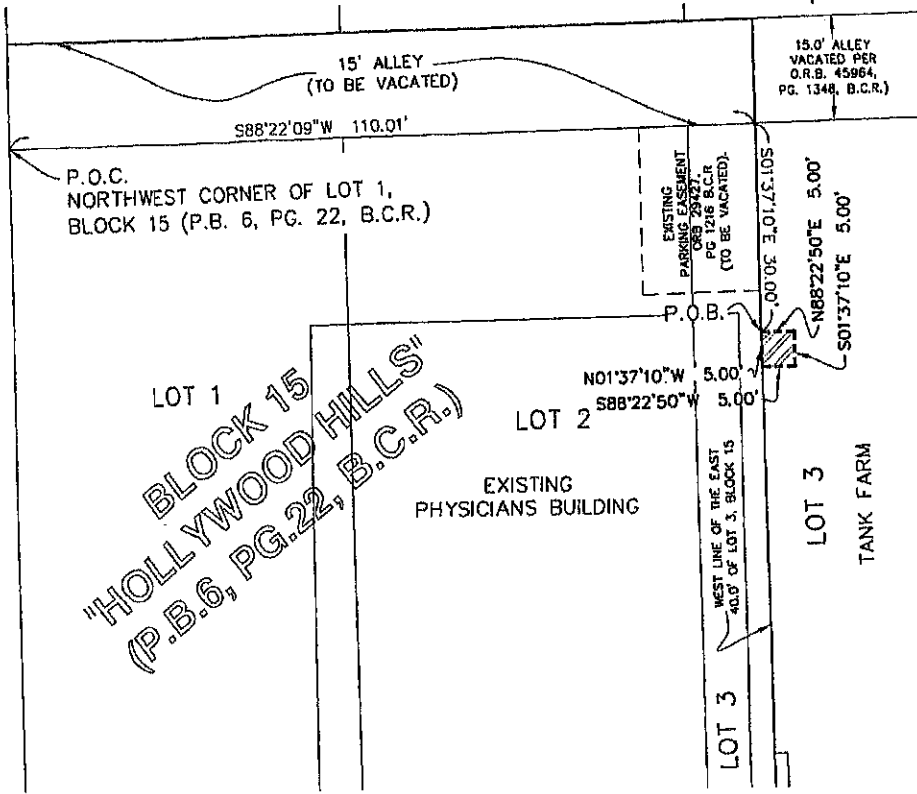
JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
N.T.S.	06-5705	
DATE	CAD FILE	2
03/07/2011	SEE LEFT	3

EXHIBIT B-1  
 SKETCH OF DESCRIPTION  
 DUMPSTER EASEMENT AREA



NORTH 35th AVENUE



LOT 15  
 "HOLLYWOOD HILLS"  
 (P.B. 6, PG. 22, B.C.R.)

LEGEND:

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plot Book
- PG. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement

**GA** Calvin, Giordano & Associates, Inc.  
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 1000 Ely Drive, Suite 600, Fort Lauderdale, Florida 33346  
 Phone: 954.921.7781 Fax: 954.921.8093  
 Certificate of Authorization 6191

JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
1" = 20'	06-5705	3
DATE	CAD FILE	
03/07/2011	SEE LEFT	3

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**Exhibit B-2**  
**Access Easement Area**

**EXHIBIT B-2  
LEGAL DESCRIPTION  
ACCESS EASEMENT AREA  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of Lot 3 Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, being more particularly described as follows:

**COMMENCE** at the Southwest corner of Lot 1 of said Block 15;

THENCE North 88°22'09" East on the South line of Lot 1, Lot 2 and Lot 3 of said Block 15, a distance of 110.01 feet to the Southwest corner of the East 40.0 feet of said Lot 3, Block 15, said corner also being the **POINT OF BEGINNING**;

THENCE North 01°37'10" West on the West line of the East 40.0' of said Lot 3, a distance of 31.55 feet;

THENCE North 88°22'50" East, a distance of 2.00 feet;

THENCE South 01°37'10" East, a distance of 31.55 feet to the intersection with the South line of said Lot 3;

THENCE South 88°22'09" West, a distance of 2.00 feet to the **POINT OF BEGINNING**.

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 63 square feet ( 0.001 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**



Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number 6269

6-30-2011

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
May 11, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-Uecker-Access-ESMT.doc

SHEET 1 OF 3

EXHIBIT B-2  
 SKETCH OF DESCRIPTION  
 ACCESS EASEMENT AREA



LOCATION MAP  
 NOT TO SCALE



SITE

P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\06-5705--SD--Dr. Uecker Easements--Access.dwg



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 Certificate of Authorization 0791

JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
N.T.S.	06-5705	2
DATE	CAD FILE	3
05/11/2011	SEC LEFT	

EXHIBIT B-2  
 SKETCH OF DESCRIPTION  
 ACCESS EASEMENT AREA

NORTH 35th AVENUE

LOT 1  
 BLOCK 15  
 "HOLLYWOOD HILLS"  
 (P.B.6, PG.22, B.C.R.)

EXISTING N88°22'50"E 2.00'  
 PHYSICIANS BUILDING

PROPOSED  
 5'x5' DUMPSTER  
 EASEMENT

TANK FARM

LOT 2

P.O.B.

WEST LINE OF THE EAST  
 40.0' OF LOT 3, BLOCK 15

N01°37'10"W 31.55'  
 S07°37'10"E 31.55'

SOUTH LINE OF LOT 3,  
 BLOCK 15

S88°22'09"W 2.00'

N88°22'09"E 110.01'

P.O.C.  
 SOUTHWEST CORNER OF LOT 1,  
 BLOCK 15 (P.B. 6, PG. 22, B.C.R.)

JOHNSON STREET

LEGEND:

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



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 Certificate of Authorization 0791

JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT NO.	SHEET
1" = 20'	06-5705	3
DATE	CAD FILE	
05/11/2011	SEE LEFT	3

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**Exhibit B-3**  
**Vacated Alley Easement Area**

FTL 107,993,293 v2 3-10-11

**EXHIBIT B-3  
LEGAL DESCRIPTION  
VACATED ALLEY EASEMENT AREA  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A portion of a 15.0 foot alley adjoining Lots 1 through 3 and Lots 33 through 35, all in Block 15, of "HOLLYWOOD HILLS", as recorded in Plat Book 6, Page 22, of the Public Records of Broward County, Florida, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 1;

THENCE North 01°37'10" West on the extension of the East right-of-way line of North 35<sup>th</sup> Avenue, a distance of 15.00 feet to the Southwest corner of said Lot 35;

THENCE North 88°22'09" East on the South line of said Lots 33 through 35, a distance of 110.01 feet to the Northwest corner of a 15 foot Alley vacated by Official Records Book 45964, Page 1348, of the Public records of Broward County, Florida;

THENCE South 01°37'10" East on the West line of said vacated 15 foot alley, a distance of 15.00 feet to a point on the North line of said Lot 3, said point also being the Northeast corner of a Parking Easement as recorded in Official Records Book 29427, Page 1216, of the Public records of Broward County, Florida;


THENCE South 88°22'09" West on the North line of said Lots 1 through 3 and North line of said Parking Easement, a distance of 110.01 feet to the **POINT OF BEGINNING**;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing 1,650 square feet ( 0.0379 acres), more or less.

**NOTES:**

1. Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted, by the Surveyor, for rights-of-way, easements, ownership or other instruments of record.
3. Bearings are based on the State Plane Coordinate System Florida East Zone, NAD 1983, with 1990 adjustment as shown on the Eastern Broward County Secondary GPS Control Network as prepared by Broward County Engineering Division. Centerline of North 35th Avenue having a bearing of South 01°37'10" East.
4. Information shown hereon does not represent a boundary survey and is based on the said plat of "HOLLYWOOD HILLS".

**CALVIN, GIORDANO & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Donald L. Cooper  
Professional Surveyor and Mapper  
Florida Registration Number 6269

6-30-2011

Prepared by:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
March 7, 2011  
P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\Legal Descriptions\06-5705-V-SD-VAC-ALLEY-DR UECKER.doc

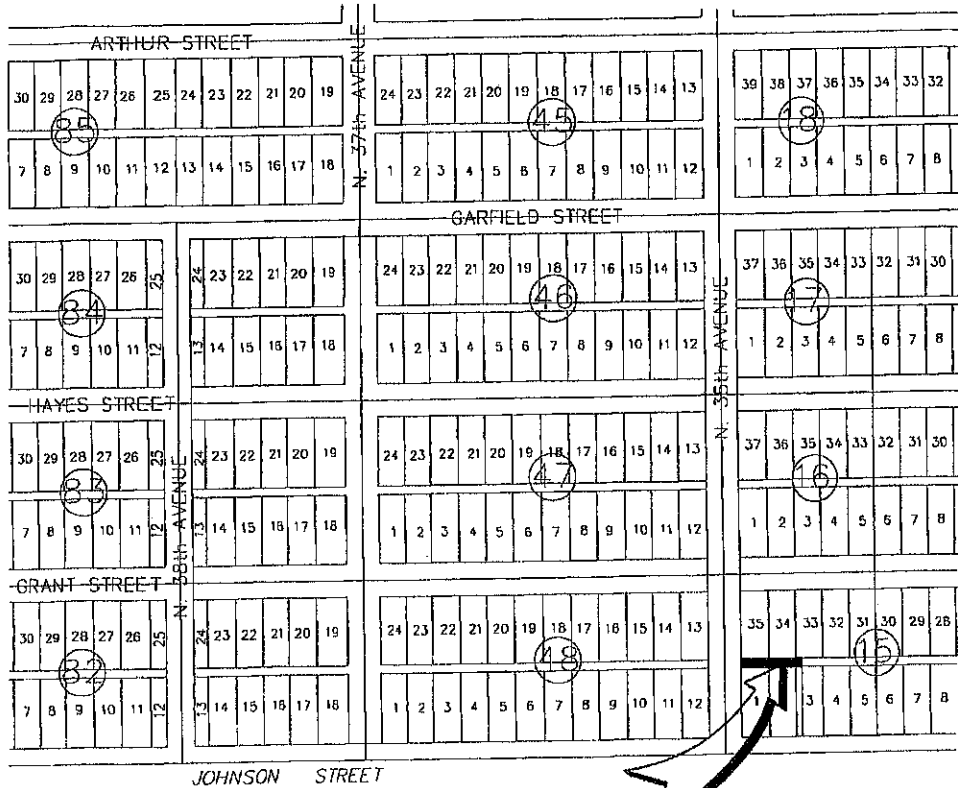
SHEET 1 OF 3



EXHIBIT B-3  
 SKETCH OF DESCRIPTION  
 VACATED ALLEY EASEMENT AREA



LOCATION MAP  
 NOT TO SCALE



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Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 1500 Eller Drive, Suite 600, Fort Lauderdale, Florida 33310  
 Phone: 954.921.7701 Fax: 954.921.8297  
 Certificate of Authorization 6791

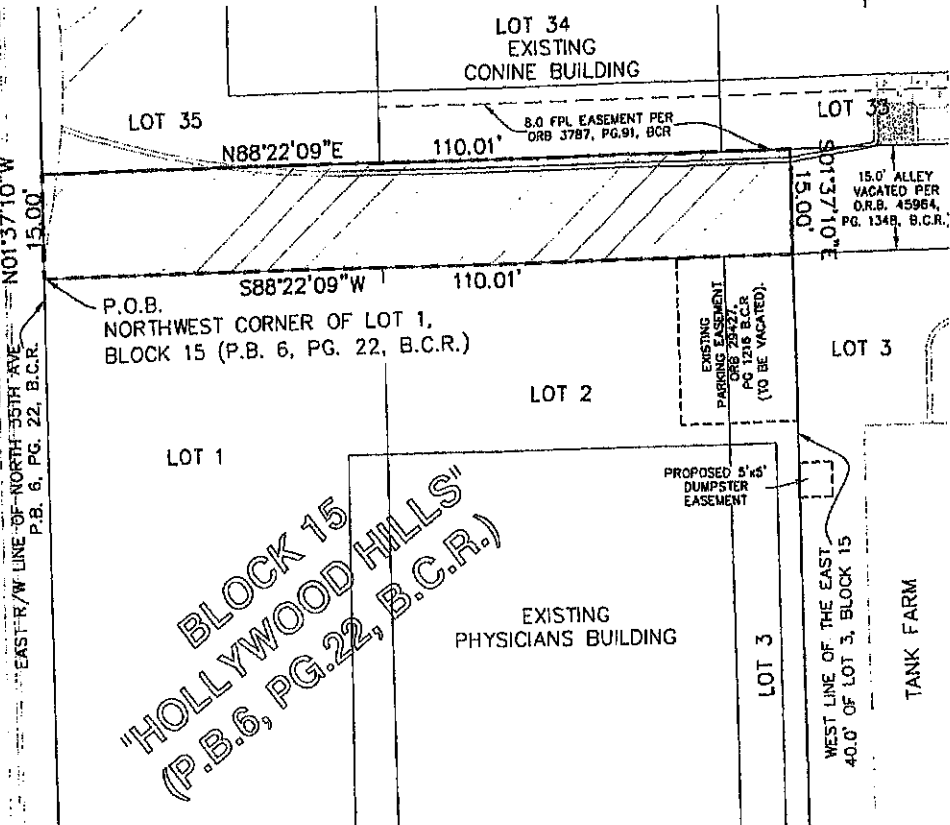
JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
N.T.S.	06-5705	2
DATE	EAD FILE	3
03/07/2011	SEE LEFT	

EXHIBIT B-3  
 SKETCH OF DESCRIPTION  
 VACATED ALLEY EASEMENT AREA



NORTH 35th AVENUE



LEGEND:

- B.C.R. Broward County Records
- FPL Florida Power & Light Company
- O.R.B. Official Records Book
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.B. Plat Book
- PG. Page
- R/W Right-of-Way
- SQ. FT. Square Feet
- U.E. Utility Easement



Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 1800 Eke Drive, Suite 900, Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807  
 Certificate of Authorization: 6791

JOE DIMAGGIO'S  
 CHILDREN'S HOSPITAL  
 CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SCALE	PROJECT No.	SHEET
1" = 20'	06-5705	3
DATE	QAD FILE	
03/07/2011	SEE LEFT	3

P:\Projects\2006\065705 Joe DiMaggio Childrens Hospital\SURVEY\SKETCH\06-5705-SD-Dr Uecker Easements-15-Foot Alley Vacation.dwg

9

CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD  
RESOLUTION NO.15-DP-76

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING THE REQUEST FOR DESIGN AND SITE PLAN APPROVAL FOR THE CONSTRUCTION OF A PARKING GARAGE WITH CONFERENCE AREAS FOR SOUTH BROWARD MEMORIAL REGIONAL HOSPITAL LOCATED AT 3501 JOHNSON STREET, HOLLYWOOD, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

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

WHEREAS, the South Broward Hospital District (the "Applicant"), applied for Design and Site Plan approval for the construction of a parking garage with conference areas for South Broward Memorial Regional Hospital located at 3501 Johnson Street, Hollywood, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

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

- (1) Prior to the submittal of a building permit application for the proposed garage, the Applicant shall provide an updated Traffic Signal Warrants and Justification Analysis Study for the Johnson/Garage Drive intersection analyzing whether future volumes will exceed warrant criteria. The warrant study analysis

7

shall include review of the ingress/egress access and hospital internal circulation, signal timing coordination with existing signals along Johnson Street, and identify modifications as may be required. This Study shall also be provided to Broward County for review and approval prior to building application submittal. If the County grants conditional approval to bond and install the Signal, the Applicant shall enter into the County's required Signal Improvement Agreement. In the event that the signal fails to meet County signal warrant standards, the Applicant agrees to enter into an Agreement with the City prior to the issuance of a building permit for the garage which stipulates that if upon the completion of the Hospital Expansion and Parking Garage, the signal warrants are not sufficiently met for the County to agree to take over the Operation and Maintenance of the newly installed Signal, then the Hospital shall take full responsibility for the Installation, Operation and Maintenance of the Signal at a level equal to that provided by the County, and the City and Hospital District shall create mutually acceptable language, prior to the issuance of building permits, reflecting the Hospital District's responsibility for damages that may arise as a result of the presence of the traffic signal until such warrants are met. Further, in order to facilitate the Hospital's request, the City agrees to remove the section of Johnson Street roadway influenced by the proposed Signal operations from the existing Broward County Traffic Engineering Agreement between the City and County; and

(2) If at any time, the future development or traffic patterns of the Hospital provide that the signal warrants are sufficiently met that the County agrees to reassume responsibility of the section of Johnson Street and the Signal, the responsibility shall be transferred back to the County and the Agreement between the Hospital District and the County shall be terminated; and

(3) All applicable statutes, regulations and codes associated with Johnson Street functioning as a Hollywood jurisdictional roadway shall remain intact; and

(4) The Garage structural columns and curb elements at garage access points are to be adjusted as required to accommodate proper radii for trucks and passenger vehicles.

; and

WHEREAS, on February 11, 2016, the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and recommendations for the Design approval and considered the following criteria pursuant to Section 5.3 I.4.a. (1) through (4) of the City's Zoning and Land Development Regulations:

(1) The Architectural and Design components. Architecture refers to the architectural elements of exterior building surfaces. Architectural details should be commensurate with the building mass. The use of traditional

materials for new architectural details is recommended. Design of the building(s) shall consider aesthetics and functionality, including the relationship of the pedestrian with the built environment.

- (2) Compatibility. The relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. Buildings should contain architectural details that are characteristic of the surrounding neighborhood.
- (3) Scale/Massing. Buildings shall be proportionate in scale, with a height which is consistent with the surrounding structures. Building mass shall reflect a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. Architectural details include, but are not limited to, banding, molding, and fenestration.
- (4) Landscaping. Landscaped areas should contain a variety of native and other compatible plant types and forms, and be carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site should be preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and the Technical Advisory Committee's recommendation with conditions for the Site Plan approval and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby approved.

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

(a) Prior to the submittal of a building permit application for the proposed garage, the Applicant shall provide an updated Traffic Signal Warrants and Justification Analysis Study for the Johnson/Garage Drive intersection analyzing whether future volumes will exceed warrant criteria. The warrant study analysis shall include review of the ingress/egress access and hospital internal circulation, signal timing coordination with existing signals along Johnson Street, and identify modifications as may be required. This Study shall also be provided to Broward County for review and approval prior to building application submittal. If the County grants conditional approval to bond and install the Signal, the Applicant shall enter into the County's required Signal Improvement Agreement. In the event that the signal fails to meet County signal warrant standards, the Applicant agrees to enter into an Agreement with the City prior to the issuance of a building permit for the garage which stipulates that if upon the completion of the Hospital Expansion and Parking Garage, the signal warrants are not sufficiently met for the County to agree to take over the Operation and Maintenance of the newly installed Signal, then the Hospital shall take full responsibility for the Installation, Operation and Maintenance of the Signal at a level equal to that provided by the County, and the City and Hospital District shall create mutually acceptable language, prior to the issuance of building permits, reflecting the Hospital District's responsibility for damages that may arise as a result of the presence of the traffic signal until such warrants are met. Further, in order to facilitate the Hospital's request, the City agrees to remove the section of Johnson Street roadway influenced by the proposed Signal operations from the existing Broward County Traffic Engineering Agreement between the City and County; and

(b) If at any time, the future development or traffic patterns of the Hospital provide that the signal warrants are sufficiently met that the County agrees to reassume responsibility of the section of Johnson Street and the Signal, the responsibility shall be transferred back to the County and the Agreement between the Hospital District and the County shall be terminated; and

(c) All applicable statutes, regulations and codes associated with Johnson Street functioning as a Hollywood jurisdictional roadway shall remain intact; and

(d) The Garage structural columns and curb elements at garage access points are to be adjusted as required to accommodate proper radii for trucks and passenger vehicles; and

(e) The Applicant shall work with Staff to select and install a motion activated light dimming system; and

(f) The Applicant shall evaluate the appropriateness of providing an opaque physical barrier fence along the north boundary.

Section 7: That, the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 8: That, the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

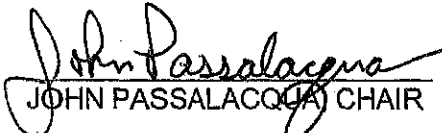
Section 9: That the Planning Division of the Dept. of Development Services is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY, 2016.

RENDERED THIS 30 DAY OF March, 2016.

ATTEST:

  
DAVID MCLEOD, SECRETARY

  
JOHN PASSALACQUA CHAIR

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

JEFFREY P. SHEFFEL, BOARD COUNSEL

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**Memorial Regional Hospital New Parking Garage**

**Legal Description:**

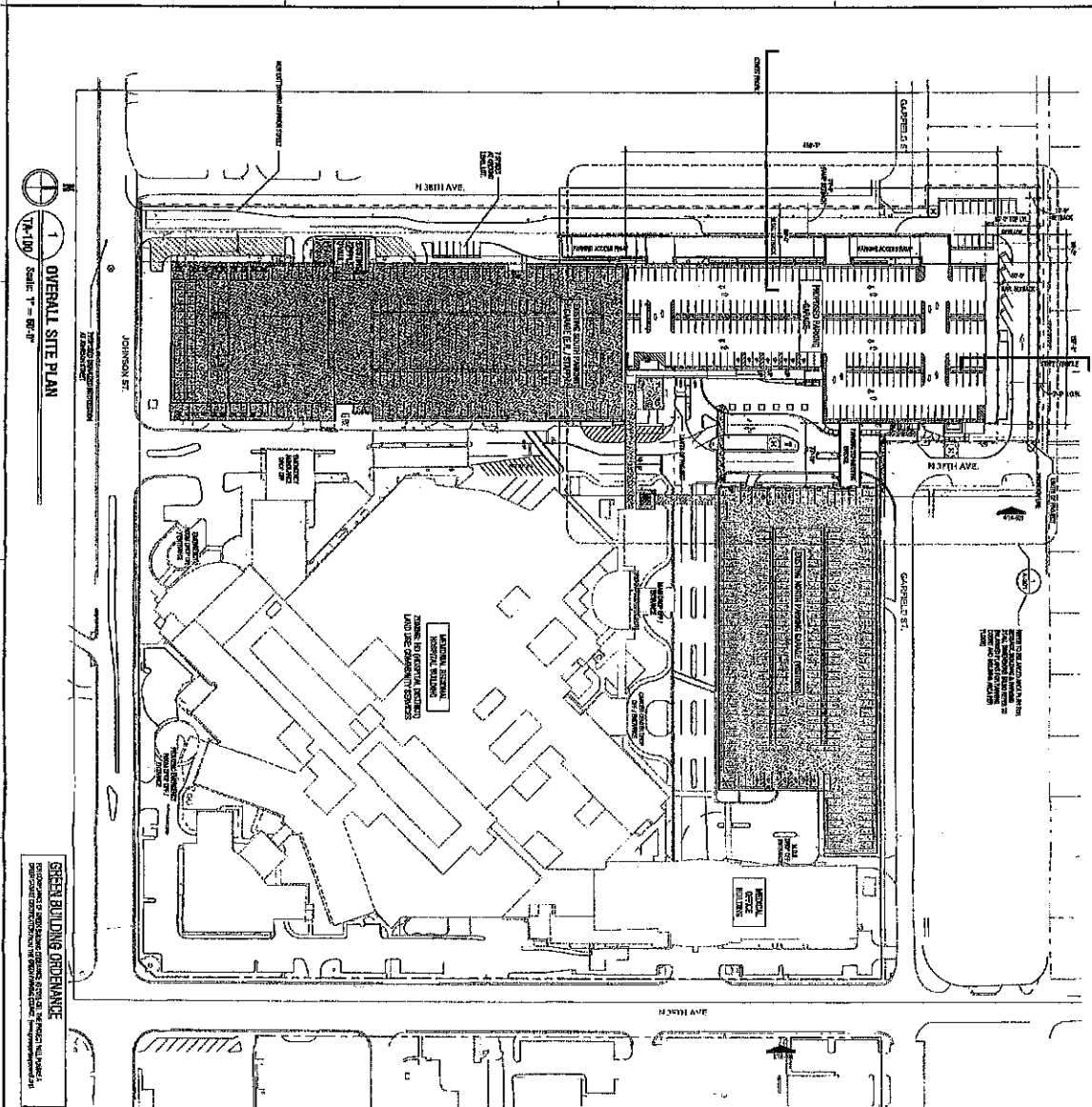
**Parcel 2:**

All of Blocks 46, 47, 48, the East U of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 82, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 83, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 84, and Lots 13 through 18 inclusive, Block 85, of HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida.

TOGETHER WITH air rights for aerial pedestrian bridge crossings as set forth in Ordinance recorded in Official Record Book 45964, Page 1375, Public Records of Broward County, Florida.

TOGETHER with vacated 110 foot portion of alley within Block 15 as set forth in Ordinance recorded in Official Record Book 48015, Page 989, Public Records of Broward County, Florida.





1 OVERALL SITE PLAN  
Scale: 1" = 80'-0"

SPECIAL BUILDING ORDINANCE  
MEMORIAL REGIONAL HOSPITAL NEW PARKING GARAGE

**PERMITS & APPROVALS**

NO.	DATE	DESCRIPTION	STATUS
1	01/14/16	PERMITS & APPROVALS	PENDING

**GENERAL NOTES**

- ALL DIMENSIONS ARE IN FEET AND INCHES.
- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

**AREA**

NO.	DATE	DESCRIPTION	STATUS
1	01/14/16	PERMITS & APPROVALS	PENDING

**PHASES**

PHASE 1: EXISTING CONDITIONS

PHASE 2: NEW CONSTRUCTION

**CONINGS**

CONING 1: EXISTING CONDITIONS

CONING 2: NEW CONSTRUCTION

**SECTIONS**

SECTION 1: EXISTING CONDITIONS

SECTION 2: NEW CONSTRUCTION

**P&D SUBMISSION - MEETING DATE FEBRUARY 11, 2016**

<p><b>STILES   THORNTON</b></p> <p><b>ZYSCOVICH ARCHITECTS</b></p> <p>JOSE MURQUENDO R.A. Reg. No. AH-10673</p>	<p><b>Memorial Healthcare System</b></p> <p><b>Memorial Regional Hospital</b></p> <p><b>NEW PARKING GARAGE</b></p> <p>3501 Johnson Street / Hollywood, Florida 33021</p>	<p><b>ChilLandscape</b></p> <p><b>WILLER LEGG</b></p> <p>2718 Palm Avenue Way Fort Lauderdale, FL 33309 Phone: 954-300-1111 Fax: 954-300-1112 www.willerglegg.com</p> <p><b>Parking Consultant</b></p> <p><b>TROTT &amp; ASSOCIATES, Inc.</b></p> <p>415 NW 1st St., 5th Floor Fort Lauderdale, FL 33301 Phone: 954-300-1111 Fax: 954-300-1112 www.trottandassociates.com</p>	<p><b>Structural Engineer</b></p> <p><b>BOA ENGINEERS, P.A.</b></p> <p>14500 NW 27th Ave., Suite 200 Miami, FL 33187 Phone: 305-411-1111 Fax: 305-411-1112 www.boaengineers.com</p> <p><b>M/E/P Engineer</b></p> <p><b>JOHNSON, LESTER, &amp; ASSOCIATES, Inc.</b></p> <p>2150 Coral Park Blvd., Suite 200 West Palm Beach, FL 33411 Phone: 561-833-1111 Fax: 561-833-1112 www.jla.com</p>
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EXHIBIT B

CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD  
RESOLUTION NO.15-DP-76b

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING THE REQUEST FOR AN AMENDMENT TO THE SITE PLAN (PREVIOUSLY APPROVED BY BOARD RESOLUTION 15-DP-76) FOR THE CONSTRUCTION OF A PARKING GARAGE WITH CONFERENCE AREAS FOR SOUTH BROWARD MEMORIAL REGIONAL HOSPITAL LOCATED AT 3501 JOHNSON STREET, HOLLYWOOD, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

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

WHEREAS, on February 11, 2016, the Board approved the design and site plan with conditions for the construction of a parking garage with conference areas for South Broward Memorial Hospital; and

WHEREAS, the South Broward Hospital District (the "Applicant"), applied for an amendment to the Design and Site Plan approval relating specifically to Section 6 (a) of Resolution 15-DP-76 relating to the traffic signal at the Garage entrance/exit on Johnson Street as Broward County determined that based upon the projected traffic, the signal was not warranted at this time; and

WHEREAS, the Planning Administrator, following an analysis of the application and its associated documents have determined that the proposed request to amend the previously approved Site Plan does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and has therefore recommended approval of the proposed Site Plan along with the amending the condition set forth in Section 6(a) of Resolution No. 15-DP-76 as follows:

- (a) Prior to the issuance of a Building Permit for the Parking Garage, the applicant shall post a Public Improvement Bond providing security for the full amount of the cost of construction of a traffic signal at the intersection of Johnson Street and the garage driveway. The amount of the security shall be based on 125 percent of a cost estimate

Return to: City of Hollywood  
Division of Planning Rm. 315  
2600 Hollywood, FL. 33020



prepared by the Applicant's Traffic Engineer and subject to approval by the City Engineer. The security will be in effect for a period not less than two years after completion and issuance of Certificate of Occupancy for the Parking Garage. Prior to release of the Public Improvement Bond by the City, the Applicant shall cause a Signal Warrant Study to be performed and submitted for review to the City and Broward County Traffic Engineering. If a Traffic Signal is warranted, the Applicant shall proceed to design and construct at full cost to the Applicant with no limitations. If after a two year period the Traffic Signal is not warranted the Public Improvement Bond shall be released. The Applicant shall enter into a Traffic Signalization Agreement within 150 days of the approval of this revised condition, setting forth the conditions for bond, construction, etc. The Traffic Signalization Agreement must be executed and recorded in the public records prior to issuance of Certificate of Occupancy.

; and

WHEREAS, on October 13, 2016, the Board met and held an advertised public hearing to consider the Applicant's request; and

WHEREAS, the Board reviewed the application and the Department of and Development Services Planning Division staff report recommendation with the revised condition for the amended Site Plan and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

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

Section 1: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and **Amended Site Plan** is hereby approved along with the amendment to the condition set forth in Section 6(a) of the previously approved Board Resolution No. 15-DP-56 (recorded in the Public Records of Broward County as Instrument No. 113621042):

(a) Prior to the issuance of a Building Permit for the Parking Garage, the applicant shall post a Public Improvement Bond providing security for the full amount of the cost of construction of a traffic signal at the intersection of Johnson Street and the garage driveway. The amount of the security shall be based on 125 percent of a cost estimate prepared by the Applicant's Traffic Engineer and subject to approval by the City Engineer. The security will be in effect for a period not less than two years after completion and issuance of Certificate of Occupancy for the Parking Garage. Prior to release of the Public Improvement Bond by the City, the Applicant shall cause a Signal Warrant Study to be performed

and submitted for review to the City and Broward County Traffic Engineering. If a Traffic Signal is warranted, the Applicant shall proceed to design and construct at full cost to the Applicant with no limitations. If after a two year period the Traffic Signal is not warranted the Public Improvement Bond shall be released. The Applicant shall enter into a Traffic Signalization Agreement within 150 days of the approval of this revised condition, setting forth the conditions for bond, construction, etc. The Traffic Signalization Agreement must be executed and recorded in the public records prior to issuance of Certificate of Occupancy.

Section 2: That, the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.


Section 3: That all other provisions and conditions of the Planning and Development Board's Resolution 15-DP-76 recorded as Instrument No. 113621042 in the Public Records of Broward County, Florida shall remain in full force and effect.

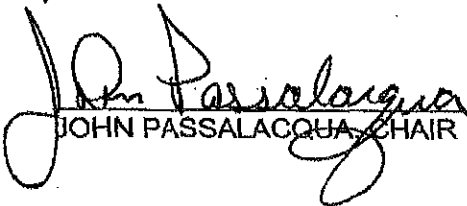
Section 4: That the Planning Division of the Dept. of Development Services is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 13th DAY OF OCTOBER, 2016.

RENDERED THIS 9<sup>th</sup> DAY OF November, 2016.

ATTEST:

  
LISE BAZINET, SECRETARY

  
JOHN PASSALACQUA, CHAIR

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

 DR  
JEFFREY P. SHEFFEL, BOARD COUNSEL

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

Memorial Regional Hospital New Parking Garage

Legal Description:

Parcel 2:

All of Blocks 46, 47, 48, the East U of Lot 13 and the East ½ of Lot 24 and all of Lots 14 through 23, inclusive, in Block 82, the East ½ of Lot 13 and the East ½ of Lot 24 and all of Lots 14 through 23, inclusive, in Block 83, the East ½ of Lot 13 and East ½ of Lot 24 and all of Lots 14 through 23, inclusive, in Block 84, and Lots 13 through 18 inclusive, Block 85, of HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida.

TOGETHER WITH air rights for aerial pedestrian bridge crossings as set forth in Ordinance recorded in Official Record Book 45964, Page 1375, Public Records of Broward County, Florida.

TOGETHER with vacated 110 foot portion of alley within Block 15 as set forth in Ordinance recorded in Official Record Book 48015, Page 989, Public Records of Broward County, Florida.

7  
Work Request No. \_\_\_\_\_  
Sec. \_\_, Twp \_\_ S, Rge \_\_ E  
Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

**UNDERGROUND EASEMENT  
(BUSINESS)**

This Instrument Prepared By  
Name: FPL  
Co. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

see Exhibit A attached Parcel ID 514207 02 1000

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on June 21, 2017

Signed, sealed and delivered in the presence of:  
[Signature]  
(Witness Signature)  
Print Name: HANULA PROTOPAPADAKIS  
(Witness)  
[Signature]  
(Witness Signature)  
Print Name: OMAYRA FERNANDEZ  
(Witness)

South Broward Hospital District, d/b/a Memorial Healthcare System  
Entity Name  
By: [Signature] 6/21/17  
Print Name: ZEFF ROSS  
Print Address: 3501 Johnson Street  
Hollywood FL 33021

STATE OF FLORIDA AND COUNTY OF BROWARD. The foregoing instrument was acknowledged before me this 21 day of June, 2017, by ZEFF ROSS an independent special taxing district created and existing under the laws of the State of Florida, the EVP, MHS & CEO, MRH of South Broward Hospital District, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:



OMAYRA FERNANDEZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF087885  
Expires 11/3/2017

[Signature]  
Notary Public, Signature  
Print Name OMAYRA FERNANDEZ



5

# EXHIBIT "A"

Page 2 of 2

Section      Township      S,      Range      E  
Broward      County, Florida      Scale: N.T.S

FPL Work Request No. 7398825

Reserved for Circuit Court

Indicate North

Exhibit "A" Attached



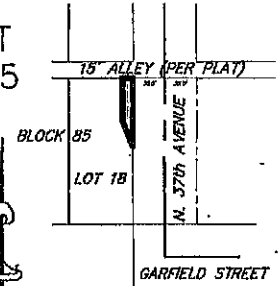
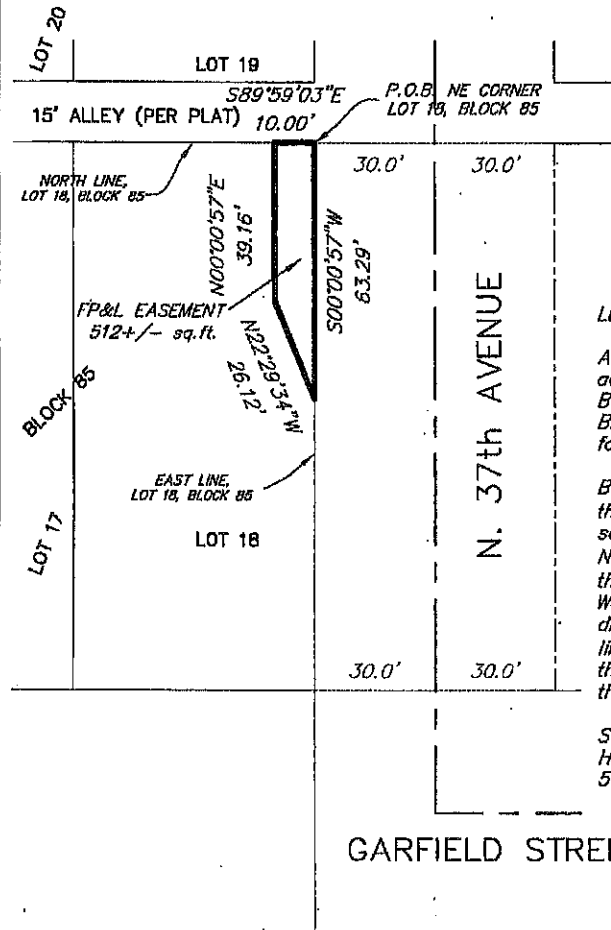


**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE (954) 763-7611 \* FAX (954) 763-7615

SCALE 1" = 40'  
 P.O.B.=POINT OF BEGINNING

**SKETCH AND DESCRIPTION**  
**PROPOSED F.P.& L. EASEMENT**  
**PORTION OF LOT 18, BLOCK 85**  
**HOLLYWOOD HILLS**



LOCATION MAP NOT TO SCALE

**LEGAL DESCRIPTION:**

A portion of Lot 18, Block 85, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, Page 22, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the NE corner of said Lot 18; thence South 00°00'57" West on the East line of said Lot 18, a distance of 63.29 feet; thence North 22°29'34" West, a distance of 26.12 feet; thence North 00°00'57" East on a line 10 feet West of and parallel with the said East line, a distance of 39.16 feet to a point on the North line of Lot 18; thence South 89°59'03" East on the said North line, a distance of 10.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 512 square feet.

**NOTES:**

- 1) The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West Right-of-Way line of N. 37th Street as South 00°00'57" West.

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 2nd day of June, 2017.

McLAUGHLIN ENGINEERING COMPANY  
  
 SCOTT A. McLAUGHLIN  
 Registered Land Surveyor No. 5842  
 State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: SAM

JOB ORDER NO. V-1489

CHECKED BY: Jam



When recorded this Instrument shall  
be returned to:

Memorial Healthcare System  
Attn: Property & Construction  
3111 Stirling Road  
Hollywood, FL 33312

### UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_ day of July, 2017, between SOUTH BROWARD HOSPITAL DISTRICT, d/b/a Memorial Healthcare System, an independent special taxing district created and existing under the laws of the State of Florida, party of the first part (hereinafter "Grantor"), and CITY OF HOLLYWOOD, a political subdivision of the State of Florida, party of the second part (hereinafter "Grantee").

### WITNESSETH

WHEREAS, Grantor is the owner of property situated in Broward County, Florida, and described as follows:

See Exhibit "A" attached hereto and made part hereof; (the "Property"); and

WHEREAS, the Grantee desires an unrestricted and nonexclusive easement for water mains and for any other water installations which might be required for the purpose of providing water supply service for domestic or other use to and from properties inclusive of Grantor's property which may/or may not abut and being contiguous to the easement; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and ten dollars receipt of which is acknowledged by Grantor, and other valuable consideration, the Grantor does hereby grant unto the Grantee, its successors and assigns, for the above-described purpose, permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace water mains, fire hydrants and any other water installations within the property described above or more specifically described in the easement sketch Exhibit "B" attached hereto and made a part hereof, and Grantor hereby grants to the Grantee a perpetual, nonexclusive easement in, over, under, through, upon and across the above-described lands.

Grantee agrees that it shall be responsible for such work as may be necessary to maintain the water mains and any other water main assemblies installed pursuant to this agreement within this easement in a condition required by any and all governmental agencies which have jurisdiction over the Property. Maintenance of



all other existing water mains located beyond the existing water meter that are currently owned by Grantor will remain the responsibility of Grantor.

In the event the Grantee must excavate within utility easements to repair and/or maintain the water main or water main assemblies, the Grantee will only be responsible for restoration of asphalt paved areas. The Grantor will be responsible for restoration of landscaping, decorative paving brick, stamped concrete, concrete pavement, curbing and sidewalk areas.

Grantee acknowledges and agrees that Grantor shall not be liable or responsible beyond the monetary limits specified in Ch. 768.28 FL. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Grantor be liable for punitive or exemplary damages or for lost profits or consequential damages.

IN WITNESS WHEREOF the said Grantor has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officers thereunto duly authorized, on date set out above.

**GRANTOR:**

SOUTH BROWARD HOSPITAL  
DISTRICT d/b/a Memorial Healthcare  
System

WITNESSES:

*[Signature]*  
Signature

OMAYRA FERNANDEZ  
Print Name

*[Signature]*  
Signature

SYLVIA N. ABUILAR  
Print Name

By: *[Signature]*  
Print Name: JEFF ROSS  
Title: VP, MHS & CEO, MCH  
Date: 7/17/17



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of July 2017, by JEFF ROSS, EVP & CEO of South Broward Hospital District, d/b/a Memorial Healthcare System.

*Omayra Fernandez*  
Notary Public

My commission expires



OMAYRA FERNANDEZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF067865  
Expires 11/3/2017

Print, type or stamp name

Personally known  OR Produced identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT A**

**(PARENT PARCEL)**

**DESCRIPTION:**

**LOTS 14 AND 23 IN BLOCK 82 AND THE EAST ½ OF LOTS 13 AND 24 IN BLOCK 82; LOTS 14 AND 23 IN BLOCK 83 AND THE EAST ½ OF LOTS 13 AND 24 IN BLOCK 83; LOTS 14 THROUGH 18 INCLUSIVE, IN BLOCK 84 AND LOTS 19 THROUGH 23 IN BLOCK 84 AND THE EAST ½ OF LOTS 13 AND 24 IN BLOCK 84; LOTS 13 THROUGH 18 INCLUSIVE, IN BLOCK 85 OF "HOLLYWOOD HILLS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. TOGETHER WITH THOSE STREETS AND ALLEYS VACATED BY BROWARD COUNTY DEED BOOK 764, PAGE 208 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF VACATED GARFIELD STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 21079, PAGE 7 AND OFFICIAL RECORDS BOOK 21384, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.**



EXHIBIT B

15 FOOT EASEMENT

Description:


Portions of Block 85, HOLLYWOOD HILLS, according to the plat thereof as recorded in Plat Book 6, on page 22, of the Public Record of Broward County, Florida and vacated Garfield Street, as recorded Official Records Book 21382, on page 16, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Lot 18, of said Block 85, said corner being on the southerly line of that particular 15 foot alleyway between said Lot 18 and Lot 19 of said Block 85 and the westerly line of North 37th Avenue; thence South 1°35'32" East, along the easterly of line of said Lot 18 and the westerly right of way line for North 37th Avenue (West Ninth Avenue per said plat) to the Point of Beginning; thence South 1°35'32" East, along the easterly line of said Lot 18, for 15.00 feet; thence South 88°26'22" West, along a line 31.44 feet southerly and parallel with said alleyway, for 147.99 feet; thence North 46°40'09" West, for 14.17 feet; thence South 88°26'22" West, along a line 21.33 feet southerly and parallel with said alleyway for 105.59 feet; thence South 43°26'22" West, for 3.24 feet; thence South 1°33'38" East, for 130.68 feet; thence South 88°07'59" West, for 18.64 feet to the northerly prolongation of westerly line of the East ½ of Lot 24, Block 84, of said HOLLYWOOD HILLS plat; thence North 1°35'43" West, along said westerly line for 15.00 feet; thence North 88°07'59" East, for 3.65 feet; thence North 1°33'38" West, for 121.97 feet; thence North 43°26'22" East for 15.66 feet; thence North 88°26'22" East, along a line 6.44 feet southerly and parallel with said alleyway, for 118.00 feet; thence South 46°40'09" East for 14.17 feet; thence North 88°26'22" East, along a line 16.44 feet southerly and parallel with said alleyway, for 141.79 feet to the Point of Beginning.

RECORD	
DATE	
SCALE	
FIELD BOOK	
DRAWN BY	
CHECKED BY	

DATE	5/11/2017
SCALE	NOT TO SCALE
FIELD BOOK	
DRAWN BY	
CHECKED BY	

**TEAM SURVEYING SOLUTIONS**



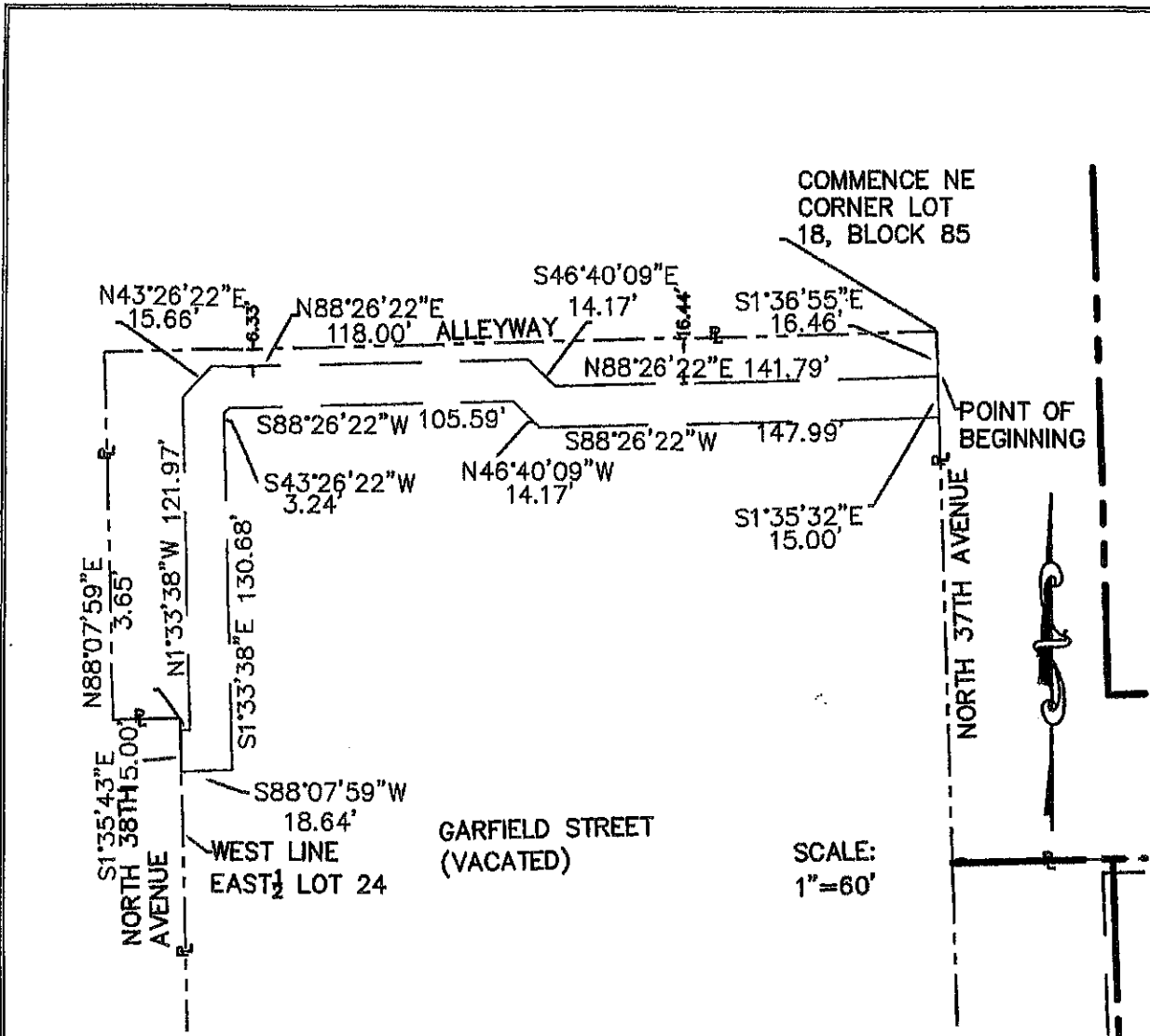
1120 SOUTHWEST 18TH AVENUE, FORT LAUDERDALE, FLORIDA 33312  
 PHONE (954) 708-5885 FAX (954) 514-8021  
 WWW.TEAMSURVEYSOLUTIONS.COM

**15' WATER MAIN EASEMENT**  
 Sketch and Description

**A PORTION OF BLOCK 85, HOLLYWOOD HILLS**  
 CITY OF HOLLYWOOD BROWARD COUNTY FLORIDA

SHEET 1 OF 2  
 PROJECT NUMBER  
 10-116





REVISION	
DATE	

DATE	5/11/2017
SCALE	1"=60'
FIELD BOOK	
DRAWN BY	GR
CHECKED BY	GR

**TEAM SURVEYING SOLUTIONS**

1120 SOUTHWEST 19TH AVENUE, FORT LAUDERDALE, FLORIDA 33312  
 PHONE (954) 708-5885 FAX (954) 514-9031  
 WWW.TEAMSURVEYSOLUTIONS.COM

**Surveyor's Notes:**

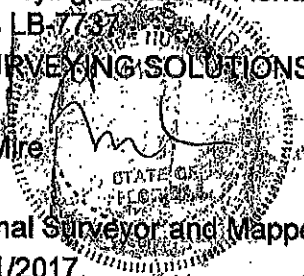
This exhibit was prepared by TEAM SURVEYING SOLUTIONS 1120 SW 19th Avenue, Ft Lauderdale, FL

Bearings are derived from the southerly line of the Alleyway bisecting Block 85, HOLLYWOOD HILLS, according the plat thereof as recorded in Plat Book 6 page 22, Public records of Broward county, Florida; North 88°26'22" East

Team Surveying Solutions' Florida Department of Agriculture Certificate of Authorization number is LB-7737

TEAM SURVEYING SOLUTIONS

Gregory Mire



Professional Surveyor and Mapper No 4437 State of Florida

Date: 5/11/2017

**15' WATER MAIN EASEMENT**  
 Sketch and Description

A PORTION OF BLOCK 85, HOLLYWOOD HILLS  
 CITY OF HOLLYWOOD BROWARD COUNTY FLORIDA

SHEET 2 OF 2
PROJECT NUMBER
10-118

CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD  
RESOLUTION NO. 17-DP-39

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR DESIGN AND SITE PLAN APPROVAL, FOR AN APPROXIMATE 156,000 SQ. FT. VERTICAL FOUR STORY ADDITION TO THE EXISTING JOE DIMAGGIO CHILDREN'S HOSPITAL LOCATED AT 3501 JOHNSON STREET, PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

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

WHEREAS, the South Broward Hospital District ("Applicant"), has applied for Design and Site Plan approval for the construction of an approximate 156,000 sq. ft. vertical four story addition to the existing Joe DiMaggio Children's Hospital located at 3501 Johnson Street, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

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

WHEREAS, on March 8, 2018, the Board met and held an advertised public hearing to consider the Applicant's requests; and

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

- 1) The Architectural details are commensurate with the building mass. Design of the building(s) considered aesthetics and functionality, including the relationship of the pedestrian with the built environment;
- 2) Compatibility. There is an appropriate relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. The Building contains architectural details that are characteristic of the surrounding neighborhood;
- 3) Scale/Massing. The Building is proportionate in scale, with a height which is consistent with the surrounding structures. The Building mass reflects a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. The Architectural details include, but are not limited to, banding, molding, and fenestration; and
- 4) Landscaping. The Landscaped areas contain a variety of native and other compatible plant types and forms, and are carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site have been preserved.

; and

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

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

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

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



**CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD RESOLUTION 17-DP-39 South Broward Hospital District (Joe DiMaggio Children's Hospital).**

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

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

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

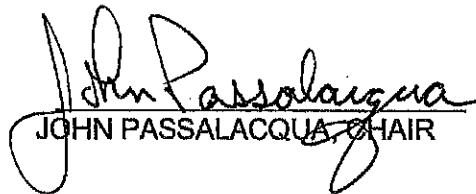
Section 6: That the Department of Development Services Planning Division is hereby directed to forward a copy of this resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the Public Records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

PASSED AND ADOPTED THIS 8th DAY OF MARCH, 2018.

RENDERED THIS 15 DAY OF March, 2018.

ATTEST:

  
DIANA PITARELLI, SECRETARY

  
JOHN PASSALACQUA, CHAIR

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

  
DEBRA-ANN REESE, BOARD COUNSEL

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

PARCEL I:

THE EAST 40 FEET OF LOT 3 AND ALL OF LOTS 4 THROUGH 6 AND 31 THROUGH 35 INCLUSIVE, BLOCK 15; TOGETHER WITH THE PORTION OF THE ADJOINING 15 FOOT ALLEY IN SAID BLOCK 15 AND LYING BETWEEN THE NORTHERLY PROJECTION OF THE WEST LINE OF SAID EAST 40 FEET OF LOT 3 AND THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 33; TOGETHER WITH ALL OF LOTS 1 THROUGH 5 AND 33 THROUGH 37 INCLUSIVE AND THE ADJOINING 15 FOOT ALLEY ALL IN BLOCK 16; TOGETHER WITH ALL OF LOTS 1 THROUGH 5 AND 33 THROUGH 37 INCLUSIVE AND THE ADJOINING 15 FOOT ALLEY ALL IN BLOCK 17; TOGETHER WITH PORTIONS OF THE ADJOINING RIGHTS-OF-WAY FOR GRANT STREET AND HAYES STREET, ALL AS SHOWN ON "HOLLYWOOD HILLS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL NET AREA OF 219,654 SQUARE FEET (5.04 ACRES) MORE OR LESS.

FLOOR PLAN  
PROJECT NUMBER: 114982639

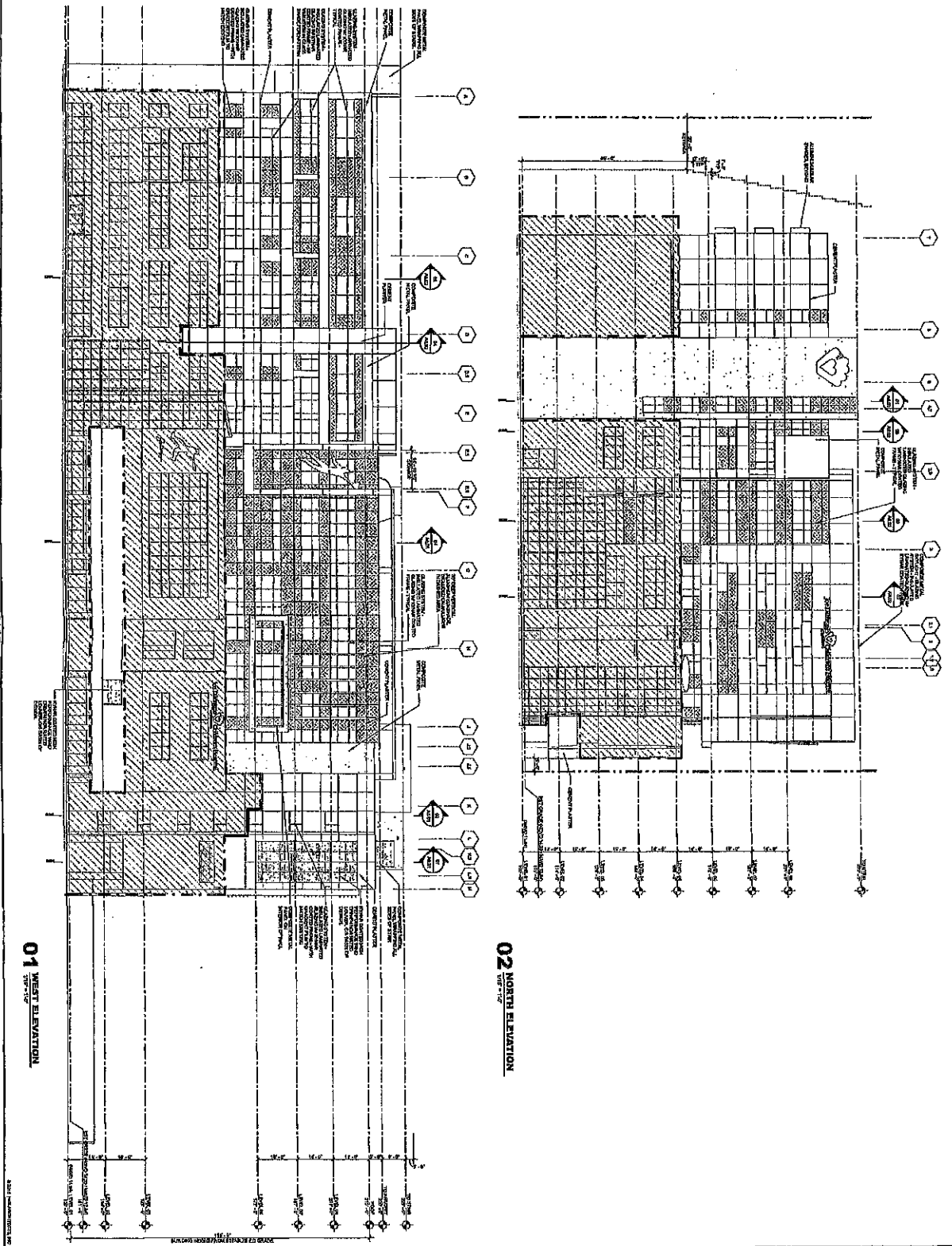


EXHIBIT B DESIGN

PAGE 8

01 WEST ELEVATION

02 NORTH ELEVATION

AS.01

DATE: 20 FEBRUARY 2018  
 PROJECT: PLANNING & DEVELOPMENT BSMJ  
 EXTENSION ELEVATIONS

CLIENT: CHILDREN'S HOSPITAL AT MEMORIAL  
 PROJECT NUMBER: 114982639  
 DATE: 20 FEBRUARY 2018

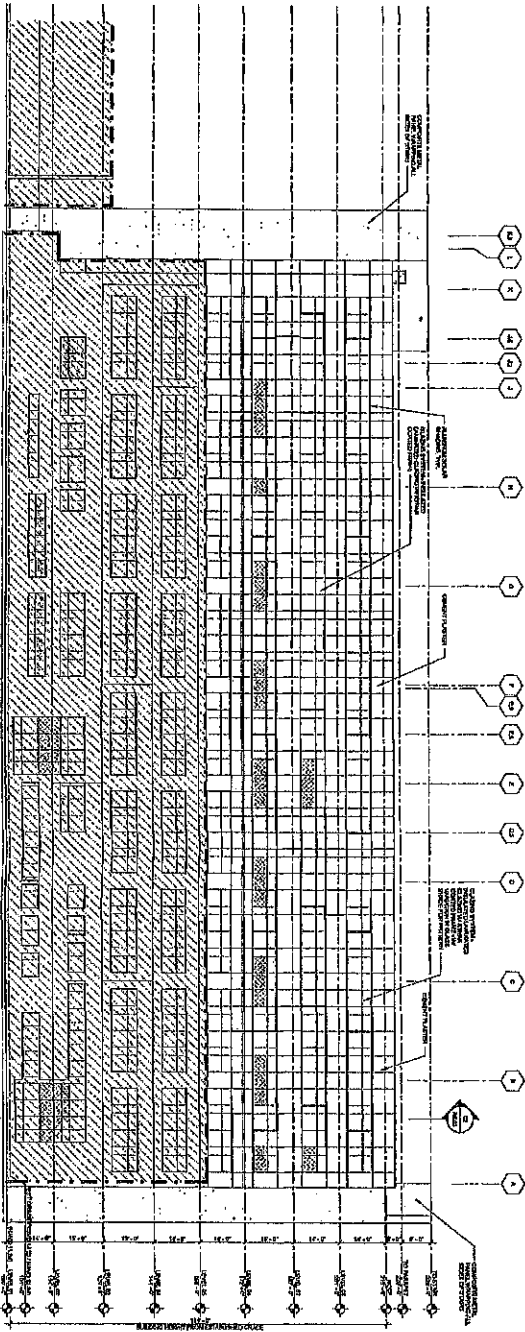


**Joe DiMaggio Children's Hospital**  
 AT MEMORIAL  
 BED TOWER VERTICAL EXPANSION

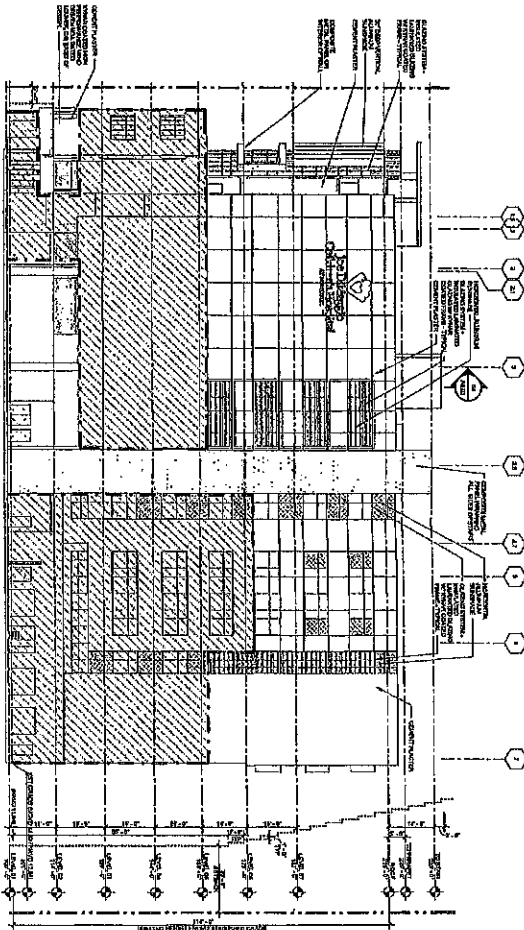
CLIENT'S CIVIL CONSULTANT  
 DATE: 20 FEBRUARY 2018

**HKS**

PLAT DATE: 02/20/2018



01 EAST ELEVATION



02 SOUTH ELEVATION

EXHIBIT "B" DESIGN

PAGE 6

A5.02

DATE: 02/20/2018  
 PROJECT: JOE DIMAGGIO CHILDREN'S HOSPITAL AT MEMORIAL EXPANSION  
 SHEET: A5.02  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 20 FEBRUARY 2018  
 PLANNING & DEVELOPMENT BOARD  
 EXTERIOR ELEVATIONS



**Joe DiMaggio Children's Hospital AT MEMORIAL**  
 RED TOWER VERTICAL EXPANSION

**ARCHITECT**  
 HKS INC.  
 1000 PINEAPPLE AVENUE, SUITE 2000  
 MIAMI, FL 33136  
 (305) 571-1000  
 www.hks.com

**INTERIOR DESIGN**  
 HKS INC.  
 1000 PINEAPPLE AVENUE, SUITE 2000  
 MIAMI, FL 33136  
 (305) 571-1000  
 www.hks.com

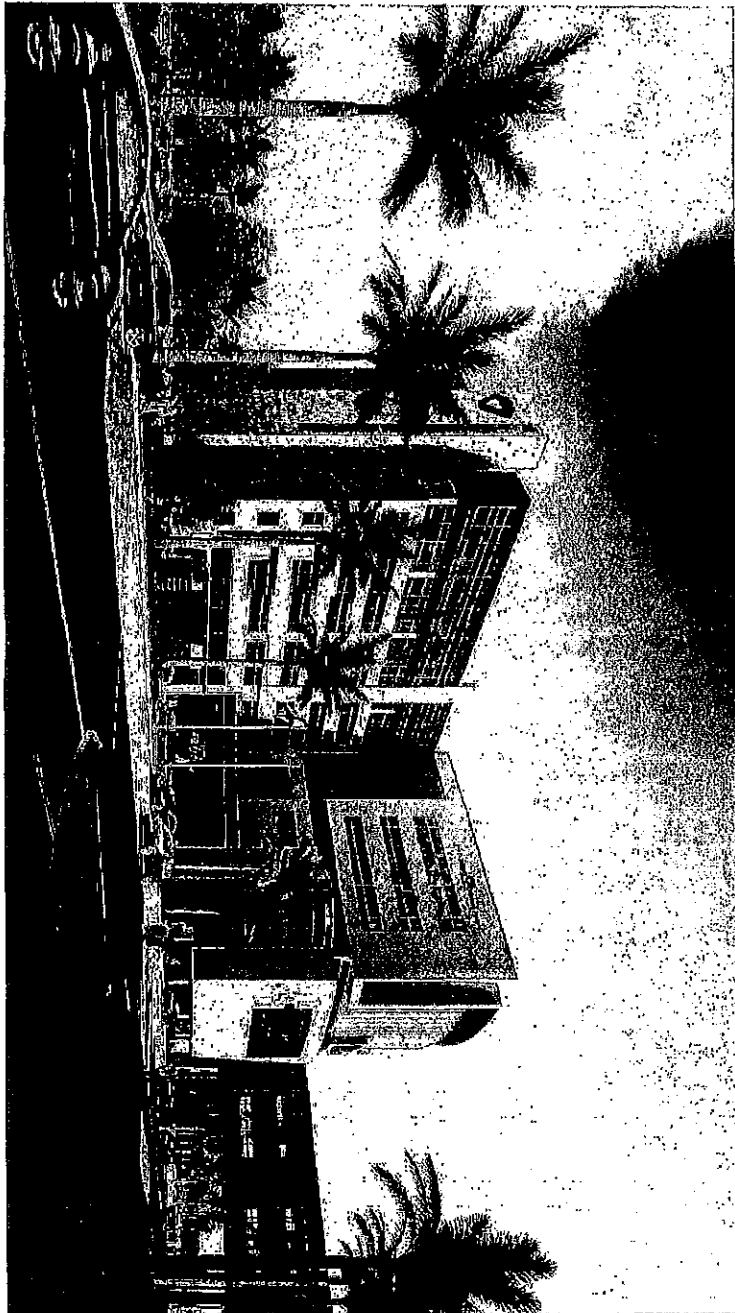
**STRUCTURAL**  
 HKS INC.  
 1000 PINEAPPLE AVENUE, SUITE 2000  
 MIAMI, FL 33136  
 (305) 571-1000  
 www.hks.com

**MECHANICAL, ELECTRICAL & PLUMBING**  
 HKS INC.  
 1000 PINEAPPLE AVENUE, SUITE 2000  
 MIAMI, FL 33136  
 (305) 571-1000  
 www.hks.com

**GENERAL CONTRACTOR**  
 HKS INC.  
 1000 PINEAPPLE AVENUE, SUITE 2000  
 MIAMI, FL 33136  
 (305) 571-1000  
 www.hks.com

**HKS**

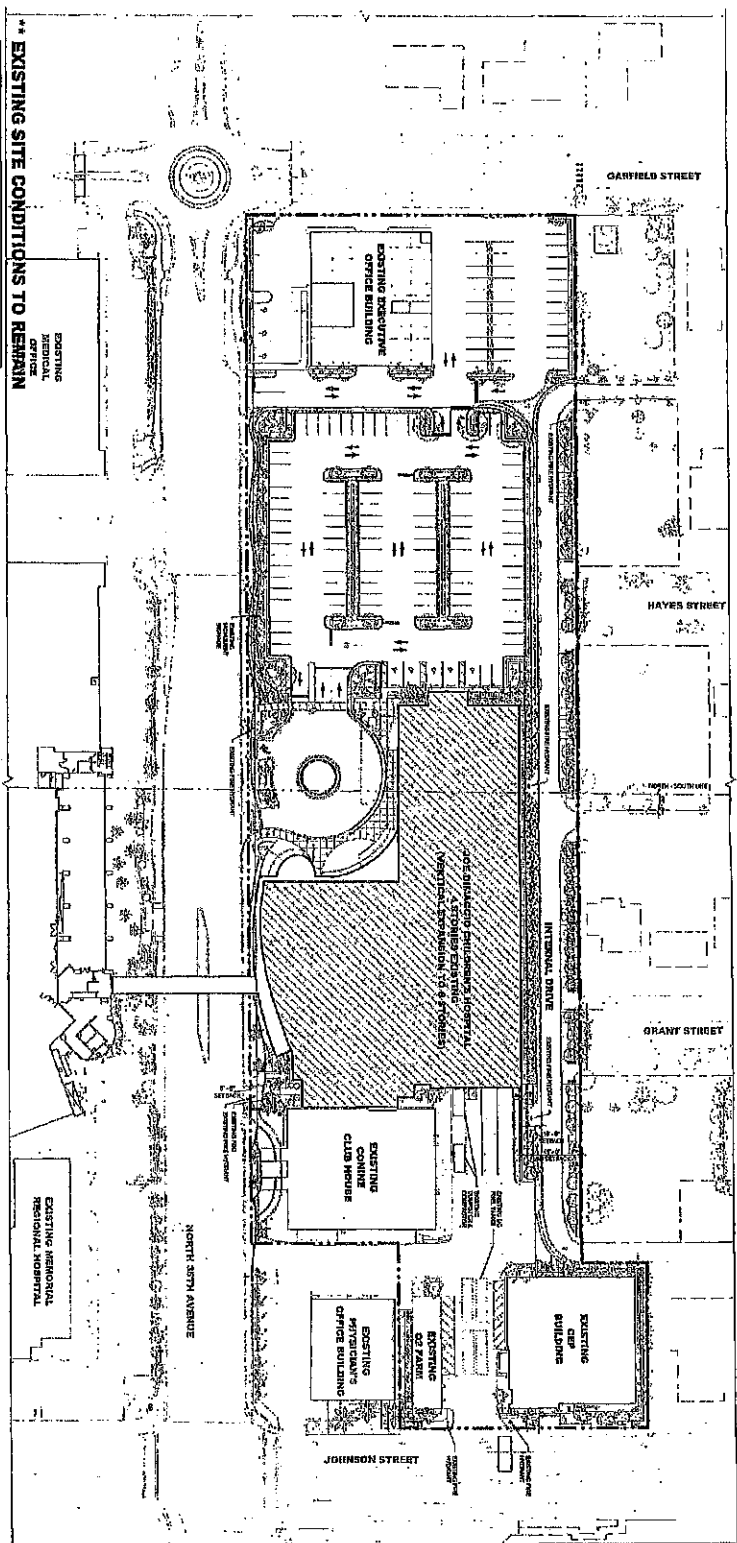
EXHIBIT "B" DESIGN



**Joe Dimaggio**  
AT BAYVIEW  
**Children's Hospital**  
JOE DIMAGGIO CHILDREN'S HOSPITAL, NEW TOWER, VENTILATION EXPANSION / RELOCATION

CONCEPTUAL RENDERING  
FEBRUARY 20, 2019  
**HKS**

EXHIBIT 'B' SITE PLAN



FOR REFERENCE ONLY

01 SITE PLAN

<p><b>SITE NOTES</b></p> <p>1. THE SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.</p> <p>2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES.</p> <p>3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND CONNECTIONS.</p> <p>4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION AND CONNECTIONS.</p> <p>5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL DESCRIPTIONS AND EASEMENTS.</p> <p>6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL INFORMATION AND CONNECTIONS.</p> <p>7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORICAL INFORMATION AND CONNECTIONS.</p> <p>8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL INFORMATION AND CONNECTIONS.</p> <p>9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION AND CONNECTIONS.</p> <p>10. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDSCAPE INFORMATION AND CONNECTIONS.</p>	<p><b>SITE AREA CALCULATIONS</b></p> <table border="1"> <tr> <th>AREA</th> <th>AREA (SQ FT)</th> <th>AREA (SQ YD)</th> </tr> <tr> <td>TOTAL SITE AREA</td> <td>1,234,567</td> <td>28,123</td> </tr> <tr> <td>EXISTING BUILDING FOOTPRINT</td> <td>123,456</td> <td>2,812</td> </tr> <tr> <td>EXISTING PARKING</td> <td>234,567</td> <td>5,389</td> </tr> <tr> <td>EXISTING LANDSCAPE</td> <td>345,678</td> <td>7,876</td> </tr> <tr> <td>EXISTING OTHER</td> <td>456,789</td> <td>10,365</td> </tr> <tr> <td>NEW BUILDING FOOTPRINT</td> <td>567,890</td> <td>12,854</td> </tr> <tr> <td>NEW PARKING</td> <td>678,901</td> <td>15,343</td> </tr> <tr> <td>NEW LANDSCAPE</td> <td>789,012</td> <td>17,832</td> </tr> <tr> <td>NEW OTHER</td> <td>890,123</td> <td>20,321</td> </tr> </table>	AREA	AREA (SQ FT)	AREA (SQ YD)	TOTAL SITE AREA	1,234,567	28,123	EXISTING BUILDING FOOTPRINT	123,456	2,812	EXISTING PARKING	234,567	5,389	EXISTING LANDSCAPE	345,678	7,876	EXISTING OTHER	456,789	10,365	NEW BUILDING FOOTPRINT	567,890	12,854	NEW PARKING	678,901	15,343	NEW LANDSCAPE	789,012	17,832	NEW OTHER	890,123	20,321	<p><b>ZONING</b></p> <p>EXISTING ZONING: R-1</p> <p>PROPOSED ZONING: R-1</p> <p><b>LAND USE DESIGNATION</b></p> <p>EXISTING LAND USE: RESIDENTIAL SINGLE-FAMILY</p> <p>PROPOSED LAND USE: RESIDENTIAL SINGLE-FAMILY</p> <p><b>SITE SETBACKS PER I/A</b></p> <table border="1"> <tr> <th>SETBACK</th> <th>EXISTING (FEET)</th> <th>PROPOSED (FEET)</th> </tr> <tr> <td>FRONT</td> <td>10</td> <td>10</td> </tr> <tr> <td>REAR</td> <td>10</td> <td>10</td> </tr> <tr> <td>SIDE</td> <td>10</td> <td>10</td> </tr> </table>	SETBACK	EXISTING (FEET)	PROPOSED (FEET)	FRONT	10	10	REAR	10	10	SIDE	10	10	<p><b>OFF-STREET PARKING (PARCELS I AND II)</b></p> <table border="1"> <tr> <th>PARCEL</th> <th>AREA (SQ FT)</th> <th>AREA (SQ YD)</th> <th>SPACES</th> </tr> <tr> <td>PARCEL I</td> <td>123,456</td> <td>2,812</td> <td>12</td> </tr> <tr> <td>PARCEL II</td> <td>234,567</td> <td>5,389</td> <td>24</td> </tr> <tr> <td>TOTAL</td> <td>357,023</td> <td>8,201</td> <td>36</td> </tr> </table>	PARCEL	AREA (SQ FT)	AREA (SQ YD)	SPACES	PARCEL I	123,456	2,812	12	PARCEL II	234,567	5,389	24	TOTAL	357,023	8,201	36	<p><b>LANDSCAPE NOTES</b></p> <p>1. THE LANDSCAPE DESIGN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.</p> <p>2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES.</p> <p>3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION AND CONNECTIONS.</p> <p>4. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL DESCRIPTIONS AND EASEMENTS.</p> <p>5. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL INFORMATION AND CONNECTIONS.</p> <p>6. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORICAL INFORMATION AND CONNECTIONS.</p> <p>7. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL INFORMATION AND CONNECTIONS.</p> <p>8. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ENGINEERING INFORMATION AND CONNECTIONS.</p> <p>9. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDSCAPE INFORMATION AND CONNECTIONS.</p>
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DATE: 2018.02.20  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: JOE DIMAGGIO CHILDREN'S HOSPITAL AT MEMORIAL  
 SHEET: 20 PERMITS & DEVELOPMENT BOI SITE PLAN



**Joe DiMaggio Children's Hospital**  
 AT MEMORIAL  
 BED TOWER VERTICAL

**ARCHITECT**  
 HKS  
 1000 RIVERCHASE DRIVE  
 SUITE 1000  
 HOUSTON, TEXAS 77006  
 TEL: 713.865.1000  
 WWW.HKS.COM

AFTER RECORDING - RETURN TO:

PERMIT NUMBER:

**NOTICE OF COMMENCEMENT**

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX PLOT NO.: 5142 07 01 1300  
SUBDIVISION HOLLYWOOD HILLS BLOCK 10 TRACT LOT 7 BLDG UNIT  
3419 GRANT STREET, HOLLYWOOD, FL 33021

2. GENERAL DESCRIPTION OF IMPROVEMENT:  
TOTAL DEMO OF SFR

3. OWNER INFORMATION: a. Name SOUTH BROWARD HOSPITAL DISTRICT ATTN: PROPERTY MANAGEMENT  
b. Address 3111 STIRLING RD FORT LAUDERDALE FL 33312 c. Interest in property

d. Name and address of fee simple titleholder (if other than Owner)  
4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:  
MIAMI WRECKING 4640 NW 8TH TERRACE, OAKLAND PARK, FL 33309

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_, 20\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

*Rebecca J. L.*  
Signature of Owner or  
Owner's Authorized Officer/Director/Partner/Manager

*Rebecca Smith*  
Print Name and Provide Signatory's Title/Office

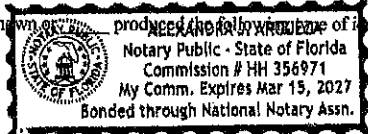
State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2023

By Rebecca Smith, as \_\_\_\_\_, (name of person) \_\_\_\_\_ (type of authority, ... e.g. officer, trustee, attorney in fact)

For \_\_\_\_\_ (name of party on behalf of whom instrument was executed)

Personally known or  produced and fully sworn to of identification:



*Alexander J. Jurega*  
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above:  
By Rebecca J. L. By \_\_\_\_\_

AFTER RECORDING - RETURN TO:

PERMIT NUMBER:

**NOTICE OF COMMENCEMENT**

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 5142 07 01 1420

SUBDIVISION HOLLYWOOD HILLS BLOCK 18 TRACT \_\_\_\_\_ LOT 28 BLDG \_\_\_\_\_ UNIT \_\_\_\_\_

3926 HAYES STREET, HOLLYWOOD, FL 33021

2. GENERAL DESCRIPTION OF IMPROVEMENT:  
TOTAL DEMO OF SFR

3. OWNER INFORMATION: a. Name SOUTH BROWARD HOSPITAL DISTRICT ATTN: PROPERTY MANAGEMENT

b. Address 3111 STIRLING RD FORT LAUDERDALE FL 33312 c. Interest in property \_\_\_\_\_

d. Name and address of fee simple titleholder (if other than Owner) \_\_\_\_\_

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:  
MIAMI WRECKING 4540 NW 8TH TERRACE, OAKLAND PARK, FL 33309

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified); \_\_\_\_\_, 20\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

*[Signature]*  
Signature of Owner or  
Owner's Authorized Officer/Director/Partner/Manager

Rebecca Smith-Sr. Project Manager  
Print Name and Provide Signatory's Title/Office

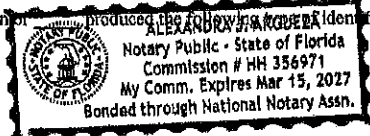
State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2023

By Rebecca Smith, as \_\_\_\_\_, (name of person) (type of authority,....e.g. officer, trustee, attorney in fact)

For \_\_\_\_\_ (name of party on behalf of whom instrument was executed)

Personally known or produced the following government identification:



*[Signature]*  
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.325, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officers/ Director / Partner/Manager who signed above:  
By Rebecca Smith By \_\_\_\_\_



AFTER RECORDING - RETURN TO:  
Ed Malone  
Advanced Roofing, Inc.  
1950 NW 22nd Street  
Fort Lauderdale, FL 33311

PERMIT NUMBER:

**NOTICE OF COMMENCEMENT**

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 514807021000

SUBDIVISION \_\_\_\_\_ BLOCK \_\_\_\_\_ TRACT \_\_\_\_\_ LOT \_\_\_\_\_ BLDG \_\_\_\_\_ UNIT \_\_\_\_\_  
3501 Johnson Street, Hollywood, FL 33021

2. GENERAL DESCRIPTION OF IMPROVEMENT:  
Flashing roof/projections installed by others MRI Birthing Facility

3. OWNER INFORMATION: a. Name: South Broward Hospital District ATTN: Property Management

b. Address: 3501 Johnson Street, Hollywood, FL c. Interest in property \_\_\_\_\_

d. Name and address of the single titleholder (if other than Owner) \_\_\_\_\_

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:  
Advanced Roofing Inc.

1950 NW 22nd Street, Fort Lauderdale, FL 33311, (954) 522-8868

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT: \_\_\_\_\_

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:  
NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_, 20\_\_\_\_

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

[Signature]  
Signature of Owner or  
Owner's Authorized Officer/Director/Partner/Manager

Marta McNab  
Print Name and Provide Signatory's Title/Office

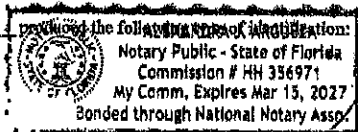
State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 5th day of July, 2023

By Marta McNab as \_\_\_\_\_ (type of authority, ...e.g. officer, trustee, attorney in fact)

For \_\_\_\_\_ (name of party on behalf of whom instrument was executed)

Personally known or



[Signature]  
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director / Partner/Manager who signed above:

By [Signature]

By \_\_\_\_\_

AFTER RECORDING -- RETURN TO:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement.

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO.: 5142 0702 1000

SUBDIVISION \_\_\_\_\_ BLOCK \_\_\_\_\_ TRACT \_\_\_\_\_ LOT \_\_\_\_\_ BLDG \_\_\_\_\_ UNIT \_\_\_\_\_

3501 Johnson St (folio) 1131 N 35th Ave (actual) Hollywood FL, 33312

2. GENERAL DESCRIPTION OF IMPROVEMENT: Mill and pave & concrete ramp replacement

3. OWNER INFORMATION: a. Name South Broward Hospital District Attn: Property Management

b. Address 3111 Stirling Road Hollywood FL, 33312 c. Interest in property \_\_\_\_\_

d. Name and address of fee simple titleholder (if other than Owner) \_\_\_\_\_

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: US Asphalt dba US Pave

3200 Davie Blvd. Ft Lauderdale FL, 33312

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT: \_\_\_\_\_

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:

NAME, ADDRESS AND PHONE NUMBER: \_\_\_\_\_

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): \_\_\_\_\_, 20\_\_\_\_

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

X [Signature]  
Signature of Owner or  
Owner's Authorized Officer/Director/Partner/Manager

Rebeca Kanakis  
Print Name and Provide Signatory's Title/Office

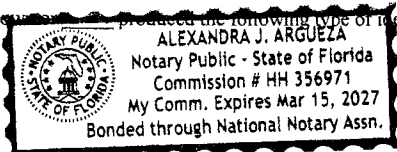
State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 13 day of March, 2024

By Rebeca Kanakis, as \_\_\_\_\_, (name of person) (type of authority, ... e.g. officer, trustee, attorney in fact)

For \_\_\_\_\_ (name of party on behalf of whom instrument was executed)

X Personally known, produced the following type of identification: \_\_\_\_\_



[Signature]  
(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

X By [Signature] Signature(s) of Owner(s) or Owner(s)' Authorized Officer/ Director / Partner/Manager who signed above: By \_\_\_\_\_



MEMORIAL REGIONAL HOSPITAL • MEMORIAL REGIONAL HOSPITAL SOUTH • JOE DIMAGGIO CHILDREN'S HOSPITAL  
MEMORIAL HOSPITAL WEST • MEMORIAL HOSPITAL MIRAMAR • MEMORIAL HOSPITAL PEMBROKE

February 19, 2024

To Whom It May Concern:

Please be advised that the following employees are authorized to sign Permit Applications, Notices of Commencement, and other construction documents, as required for the Memorial Healthcare System:

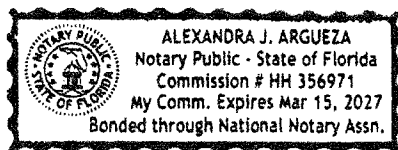
Mark Greenspan, Vice President, Construction & Property Management  
Carmen Gonzalez, Director, Construction Services  
Marta McNab, Assistant Director, Construction Services  
Michelle Acherman, Project Manager, Construction Services  
Ines Castillo Maguina Senior Project Manager, Construction Services  
Leetal Dana, Project Manager, Construction Services  
Berna Espinoza, Senior Project Manager, Construction Services  
Rebeca Kanakis, Senior Project Manager, Construction Services  
Francisco Robles, Senior Project Manager, Construction Services  
Rebecca Smith, Senior Project Manager, Construction Services  
Adam Mayle, Administrative Director Facilities Management

If you have any questions, please feel free to contact me at 954-265-8673.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Greenspan', written over a light blue circular stamp.

Mark Greenspan  
Vice President,  
Construction & Property Management

A handwritten signature in black ink, appearing to read 'Alexandra J. Argueza', written over a light blue circular stamp.

Alexandra J. Argueza  
Commission #HH 356971