

DEPARTMENT OF PLANNING



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

File No. (internal use only): _____

GENERAL APPLICATION



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

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

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

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

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

*Documents and forms can be accessed on the City's website at
<http://www.hollywoodfl.org/DocumentCenter/Home/View/21>*



APPLICATION TYPE (CHECK ONE):

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

Date of Application: _____

Location Address: 333 State Road 7, Hollywood Florida

Lot(s): Parcel B, Plat Book 181, Page 12 Block(s): _____ Subdivision: *SEE ATTACHED SURVEY

Folio Number(s): 514113370021

Zoning Classification: SR7 CCD-CC, C-2 Land Use Classification: 71: Transit Oriented Corridor

Existing Property Use: Commercial Sq Ft/Number of Units: N/A

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

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

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

Explanation of Request: 4,500 sf retail addition to out parcel development

Number of units/rooms: N/A Sq Ft: 4,500 S.F.

Value of Improvement: \$450,000 (est) Estimated Date of Completion: 8/1/2017

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

Name of Current Property Owner: Palm Beach 2000, Inc. and Vestmaz, Inc.

Address of Property Owner: 336 E. Dania Beach Boulevard

Telephone: 954-927-4885 Fax: _____ Email Address: amicha@dacarmanagement.net

Name of Consultant/Representative/Tenant (circle one): Kimley-Horn and Associates, Inc.

Address: 445 24th Street, Suite, 200 Vero Beach, FL 32960 Telephone: 772.794.4100

Fax: _____ Email Address: Greg.Wilfong@Kimley-Horn.com

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

If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: _____

Address: _____

Email Address: _____

PLANNING & DEVELOPMENT SERVICES



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

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

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

Signature of Current Owner: _____ Date: _____

PRINT NAME: Alberto Micha Buzali Vice President Date: _____

Signature of Consultant/Representative: _____ Date: 9-16-14

PRINT NAME: Greg Wilfong Date: _____

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

CURRENT OWNER POWER OF ATTORNEY

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

Sworn to and subscribed before me
this _____ day of _____

SIGNATURE OF CURRENT OWNER

Notary Public State of Florida

PRINT NAME

My Commission Expires: _____ (Check One) _____ Personally known to me; OR _____



September 16, 2016
147506000

Leslie A. Del Monte
City of Hollywood
Department of Development Services
2600 Hollywood Boulevard
Room 315
Hollywood, FL 33022
954-921-3471

File Number: 16-DPV-56
Subject: Site Plan Review for Retail (The Place at Hollywood – Phase VI)

Dear, Ms. Del Monte

Please accept the following responses to your comments dated September 6th, 2016 concerning the above referenced project.

Application Submittal Comments

Comment 1) This project is Phase V not Phase VI. Please revise drawings and documents accordingly.

Response 1) *All drawings and documents have been updated to Phase V South Retail.*

Comment 2) Sheet C-300 is missing the Overall Site Data; currently only the proposed retail shop Site Data is shown. Update Site Data to coordinate with all previous approvals.

Response 2) *The Overall Site Data has been updated to reflect pervious phase of the project. See sheet C-300. .*

Comment 3) Indicate the location of mechanical equipment. Include a Roof Plan if located on the roof. If not, include note stating that all mechanical equipment shall be properly screened from public view.

Response 3) *A Roof Plan added to the submittal. The proposed roof mounted equipment is also shown on the elevations in dotted line concealed*

behind the roof parapets.

Comment 4) If applicable, provide agreement(s) and supporting legal documentation for access easements, cross-access/parking, etc. with previous phases of project.

Response 4) An existing parking and access agreement is in place for the entire shopping center.

Comment 5) Staff encourages Applicant to meet with surrounding homeowner's associations prior to submitting for any Boards. Provide update with next submittal.

Response 5) Acknowledged

Comment 6) Provide written responses to all comments with next submittal.

Response 6) Acknowledged

Zoning Comments

Comment 1) If outdoor seating is proposed, ensure the square footage for each outdoor area is included in the parking calculation.

Response 1) At this time it is unknown if a future tenant may require seating. There is sufficient parking if a future tenant requires outdoor seating.

Comment 2) Work with the Engineering Department to ensure that vehicular and pedestrian access between all parcels is appropriate. Ensure that there are no pedestrian/vehicular conflicts and that adequate crossing points are provided, particularly in areas adjacent to drive-thrus.

Response 2) Acknowledged.

Comment 3) Work with Public Works and Engineering Division to ensure adequate and safe access is provided for garbage truck to access garbage and recycling area.

Response 3) Acknowledged.

Design Comments

Comment 1) Alexandra Carcamo: Application is substantially compliant.

Response 1) Acknowledged

Comment 1) Terrence Comiskey: Sheet A2.0: Exterior Elevations – There should be no canvas awnings on the building. They will fade out in a short period of time. They should be metal and painted the same blue color.

Response 1) As verbally stated during the TAC meeting, the awnings will be maintained and replaced as needed directly by the landlord.

Landscape Comments

Comment 1) Revise survey to include specific information on existing trees within and directly adjacent to property line of site within curbed areas. Specific information is nomenclature, trunk diameter at 4-1/2' above basal flare, estimated height and spread.

Response 1) Additional trees are currently being installed and are not shown on the survey.

Comment 2) Show proposed monument sign on Landscape Plan.

Response 2) The proposed monument sign is now shown on sheet L-100.

Comment 3) Include full landscape requirements and data for site in accordance with Chapter 9 of the ZLDR and the Landscape Manual including pervious open space requirements and perimeter buffer requirements. Include any existing trees and landscape being used to fulfill any of these requirements and any discrepancies that may exist.

Response 3) Provided on previous submittal. See sheet L-100.

Comment 4) Most terminal parking islands appear to be missing the required trees. Specify tree species with a spreading canopy habit to maximize canopy coverage over proposed asphalt areas.

Response 4) High rise OAIC swapped with Live Oak and Royal Poinciana.

Comment 5) Where transformer is proposed on Site Plan is prohibitive to required terminal parking island tree. It appears the transformer can be adjusted so it is not in the center of the terminal island to allow for the required tree or palms.

Response 5) ***The transformor has been relocated to provide space for the terminal island tree. See sheet C-302 and L-100.***

Comment 6) Shade trees in this development, especially adjacent to pedestrian ways, will be a large part of their perceived walkability. Please incorporate more quantities of spreading habit species such as Wild Tamarind, Calophyllum, Yellow Poinciana, Pitch Apple, Royal Poinciana, Floss Silk Tree (at least 10' setback from pedestrians), Golden Raintree, and other similar shade type species.

Response 6) ***Previous trees added at the time of the overall development. Additional trees were added in public areas and some required offsets due to overhead utilities.***

Comment 7) Sheet C-300 Variance Box- correct data for VUA variance request. SF allowed is shown at 27,224 (remove the extra 2 from this calculation so number is accurate).

Response 7) ***The variance box and VUA have been corrected. See sheet C-300.***

Comment 8) VUA is shown as 10,897 sf on overall Site Plan C-300 and 8,924 sf on Landscape Plan L-100. Please coordinate information on plans to be accurate.

Response 8) ***The VUA now matches on sheets C-300 and L-100.***

Comment 9) To maximize tree canopy spread and to offset heat island effects, please specify non-High Rise Live Oaks or an alternate species, especially in larger planting areas. In smaller planting areas where future root systems could present a conflict with uplift of utilities, specify a 24" physical or biological root barrier system.

Response 9) ***High rise oak swapped with live oak and root barrier and are called out accordingly.***

Comment 10) There appears to be opportunity to provide shade trees in open pervious planting spaces, especially on the west area adjacent to the paver walk/plaza area and at the east side adjacent to the pedestrian way adjacent to the parcel line.

Response 10) Previous trees added at the time of the overall development.

Comment 11) A City of Hollywood Tree Removal/Relocation Permit will be required at time of Building Permit prior to any tree removals on site.

Response 11) Acknowledged

Comment 12) At time of Master Building Permit, Irrigation Plans will be required for all pervious planted spaces.

Response 12) Acknowledged

Signage Comments

Comment 1) For review, full signage package shall be provided, including signage details, signs illustrated on Elevations, dimensions on Site Plan, etc.

Response 1) A full signage package has been included with this submittal.

Comment 2) Include note indicating all signage shall be in compliance with the Zoning and Land Development Regulations.

Response 2) Note has been added to Sheet C-300 Overall Site Plan and next to building elevations.

Comment 3) All signs, which are electrically illuminated by neon or other means, shall require a separate electrical permit and inspection. Separate permits are required for each sign.

Response 3) A note stating electrically illuminated neon signs shall be required to obtain a separate electrical permit and inspection. See sheet C-300 and next to building elevations.

Comment 4) Directional signage which incorporates logo and/or branding may count towards total number of signs.

Response 4) Acknowledged

Comment 5) Window signs shall be limited to 15 percent of the window area.

Response 5) Acknowledged

Lighting Comments

Comment 1) Application is substantially compliant.

Response 1) Acknowledged

Green Building Comments

Comment 1) Submittal shall indicate compliance with Green Building Ordinance. Review and adjust drawings as necessary.

Response 1) Note included on Sheet A-1 that the building will be in compliance with section 151.152 and 151.153 of the Green Building ordinance.

Environmental Sustainability Comments

Comment 1) No comments received.

Response 1) Acknowledged

Utilities Comments

Comment 1) Please locate the proposed water meters further north and come off one of the capped lined placed there for future use and where there are already easements recorded. This will eliminate the need to install additional water line adjacent to an already new water line.

Response 1) Water meters have been relocated to the north at the location of the capped stubs. See sheet C-500.

Building Comments

Comment 1) No comments received.

Response 1) Acknowledged

Engineering Comments

Comment 1) Application is substantially compliant.

Response 1) Acknowledged

Fire Comments

Comment 1) This review is limited to fire department access and fire flow requirements only. At time of submittal for a building permit, a full review will be done using the 5th edition Florida Fire Prevention Code. Each building will require a separate permit.

a. Fire dept. access to the property must be maintained by a minimum of 20' unobstructed road width per NFPA 1, 18.2.3.4.1.1. Show on the plan the Autoturn FD movement of apparatus around the building. Our turning radius is as follows: 28'.5" interior radius, 38' centerline of the turning radius, and 45' exterior. Verify that the fire truck will be able to access the front and rear of the building with the current conditions.

b. Verify that fire department access to a front door is within 50' per NFPA 1, 18.2.3.2.1.

c. Fire flow requirements must be met for the building in compliance with NFPA 1, Table 18.4.5.1.2. In order to calculate this an underground hydrant flow test must be scheduled through our underground utilities department at 954-921-3046. Once the test results have been completed, the civil engineer must show the calculations on paper that the fire flow is met. Submit this for the next review including the location of all new and existing fire hydrants. Only one hydrant was located on pg. C-202. It was noted there

Response 1a) The required fire departments radius have been met and are shown on sheet C-302.

Response 1b) The fire department has access to within 50' of front door.

Response 1c) Fire flow test have been included with the submittal.

Community Development Comments

Comment 1) Application is substantially complaint.

Response 1) Acknowledged**Parks, Recreation and Cultural Arts Comments**

Comment 1) Not applicable.

Response 1) Acknowledged**Police Comments**

Comment 1) Application is substantially compliant.

Response 1) Acknowledged

Note: No listed Photometric Plans

Position landscaping as not to obstruct the lighting fixtures ability to provide adequate lighting to the entry, walkways and parking areas. This will enhance Crime Prevention safety and security for the proposed business staff, employees, patrons and others involved.

Recommendations:

CPTED Strategies

1. Provide clear border definition of controlled space. Examples of border definition may include fences, shrubbery of signs in exterior areas.

Response 1) Acknowledged**Surveillance**

2. CCTV provides surveillance that can detect criminal activity and record the footage, which can be useful in an investigation. Conspicuous CCTV is another type of deterrent to a criminal. There are some difficulties in monitoring parking facilities because of shadows, spaces between parked vehicles; and columns, ramps, and walls in parking garages; that is why lighting is also essential in these areas.

Response 2) Acknowledged**Access Control**

3. Strategic design and management can restrict access to designated areas. It is important to offer the right cues to users of the space, both normal and abnormal users. These cues affect people's conscious and unconscious decisions

about entering into an area.

Response 3) Acknowledged

4. Spaces should be clearly defines as private, semi-private or public by the use of fencing, bollards, vegetation, landscaping, changes in ground level, traffic calming, paving type and signage.

Response 4) Acknowledged

5. Examples: Depending on the users, hours of operation, employees, delivery personnel and/or patrons (if applicable), using the business for normal purposes vs. individuals just at the property (abnormal users) not using the building's designated purposes.

Acknowledged

Response 5)

6. Site entrances should be easily securable.

Response 6) Acknowledged

7. Access to roofs via dumpsters, loading docks, poles, stacked items and the like, should be restricted.

Response 7) Acknowledged

8. Delivery entrances should be separate, well-marked and monitored.

Response 8) Acknowledged

9. If deliveries are made, they should be made during the daytime hours.

Response 9) Acknowledged

10. Employee entrances should be close to employee parking and work areas.

Response 10) Acknowledged

External Lighting

11. Parking lots, vehicle roadways, pedestrian walkways and building entryways should have “adequate” levels of illumination. The American Crime Prevention Institute recommends the following levels of external illumination:

-Parking Lots	3-5 foot candles
-Walking Surfaces	3 foot candles
-Recreational Areas	2-3 foot candles
-Building Entryways	5 foot candles

Response 11) Acknowledged

12. These levels may be subject to reduction in specific circumstances where after hours use is restricted.

Response 12) Acknowledged

13. Research LED Lighting.

Response 13) Acknowledged

14. A system of lighting fixture identification should be developed.

Response 14) Acknowledged

15. The lighting fixture identification system should enable anyone to easily report a malfunctioning fixture.

Response 15) Acknowledged

16. Exterior lighting should be controlled by automatic devices (preferably by photocell).

Response 16) Acknowledged

17. Exterior lighting fixture lenses should be fabricated from polycarbonate, break-resistant materials.

Response 17) Acknowledged

18. Plant materials, particularly tree foliage, should not interfere with or obscure exterior lighting.

Response 18) Acknowledged

19. Light fixtures below 10' in grade should be designed to make access to internal parts difficult (i.e. security screws, locked access panels).

Response 19) Acknowledged

20. If exterior lights are not being used at night, exterior motions-detection lighting should be installed to detect the presence of intruders.

Response 20) Acknowledged

21. Lighting should be easily maintained and vandal resistant.

Response 21) Acknowledged

Safe Landscapes

22. Trees should be trimmed at least seven feet from the lowest foliage to the ground.

Response 22) Acknowledged

23. Landscaping should be kept well maintained.

Response 23) Acknowledged

24. Plant growth within three feet of any walking surface (including informal pathways), parking lots or areas, recreation areas or building entryways should not exceed two feet in height.

Response 24) Acknowledged

25. Ground cover plant materials, low planters and forms of hostile landscape should be used to discourage persons from standing near windows, small alcoves, corners of buildings, and the edges of parking lots.

Response 25) Acknowledged

26. Position landscaping as not to obstruct any of the light fixtures ability to provide adequate lighting to all entry, exit, walkway and parking areas. This will enhance the Crime Prevention safety and security for all, proposed business staff, employees, residents and others involved.

Response 26) Acknowledged**Building(s) Perimeter Doors**

27. Exterior doors not used as designated entry points, should be locked to prevent entry from the exterior.

Response 27) Acknowledged

28. Ideally, exterior doors should be equipped with electronic propped door alarms, which annunciate either locally and/or at the security office.

Response 28) Acknowledged

29. Signs posted at all building perimeter entry points should provide clear direction to employees and patrons.

Response 29) Acknowledged

30. Perimeter doors should be designed for "heavy duty" (ANSI Grade III) applications.

Response 30) Acknowledged

31. Doors & windows should be free of obstructions, so employees, patrons can exercise natural surveillance of corridors, hallways & all points of entry/exit

ways.

Response 31) Acknowledged

32. Doors and/or gates that can be locked; should be used to secure unused sections of the building/property when the sections are not in use.

Response 32) Acknowledged

Corridors

33. Corridors should be well-lighted with no dark areas.

Response 33) Acknowledged

34. There should not be recessed areas in corridors that could be used for hiding or loitering.

Response 34) Acknowledged

35. Increased light, reflective paint colors, and graphics on hallway wall surfaces should be used to increase the perception of openness and constant movement.

Response 35) Acknowledged

General locations

36. Mechanical, electrical, HVAC, or other equipment located outside the building should be surrounded by a protective enclosure.

Response 36) Acknowledged

37. Exterior recesses in buildings designed with wings should be fenced to prevent access. These areas should also be well lighted.

Response 37) Acknowledged

38. Pedestrian walkways should be clearly defined with curbs, sidewalks, or raised or striped walkways.

Response 38) Acknowledged

Non-Pedestrian Building Entry Points

39. Sturdy fencing should enclose locations where gas and electric utilities enter buildings.

Response 39) Acknowledged

40. Locations where gas and electric utilities enter buildings should be well lighted.

Response 40) Acknowledged

41. Electrical service disconnects and gas valves should be equipped with locking devices.

Response 41) Acknowledged

Fencing

42. (If used) Wrought iron fencing provides for natural surveillance within and throughout the property and can serve to define boundaries. Example – If used, the entrance/exit ways of the premises will provide a clear and defined border definition of the property. 43. All entry/exit ways should be defined and controlled by landscaping or fencing.

Response 42) Acknowledged

43. All entry/exit ways should be defined and controlled by landscaping or fencing.

Response 43) Acknowledged

Non-Pedestrian Building Entry Points

44. Sturdy fencing should enclose locations where gas and electric utilities enter buildings.

Response 44) Acknowledged

45. Locations where gas and electric utilities enter buildings should be well lighted.

Response 45) Acknowledged

46. Electrical service disconnects and gas valves should be equipped with locking devices.

Response 46) Acknowledged

Signage

47. Please make sure areas of the premises are identified with proper signage.

Response 47) Acknowledged

48. Ensure that all exterior signage is durable, low maintenance and vandal resistant.

Response 48) Acknowledged**Public Works Comments**

Comment 1) No comments received.

Response 1) Acknowledged**Economic Development Comments**

Comment 1) Application is substantially complaint.

Response 1) Acknowledged

Note: Note: Efforts to improve pedestrian connectivity and enhance the visibility of that connection between subject parcel and adjacent retail offerings will go a long way in promoting walkability and “one-stop shop” opportunity. Overall retail that complements the trade area highly recommended.

Downtown and Beach CRA Comments

Comment 1) Not applicable.

Response 1) Acknowledged

Parking and Intergovernmental Affairs Comments

Comment 1) No comments received.

Response 1) Acknowledged

Additional Comments

Comment 1) Additional comments may be forthcoming.

Response 1) Acknowledged

Should you have any additional questions please do not hesitate to contact me at 772-794-4043.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Greg Wilfong, P.E.
Associate

AGENT AUTHORIZATION FORM

DATE: Aug 9, 2016

RE: Applications for Permits and Approvals
Project Name: Phase 6 at The Place at Hollywood

TO: City of Hollywood, South Florida Water Management District,
Florida Department of Transportation, Broward County and
other required agencies.

PALM BEACH 2000, INC and VESTMAZ, INC. ("The Companies") are in the process of re-developing that particular parcel of land and the improvements thereon (the "Site") located in the state of Florida, Broward County, City of Hollywood, Florida. On behalf of the Companies, I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer"), to act as the Companies' agent for the express purpose of obtaining permits and approvals related to the re-development of the Site.

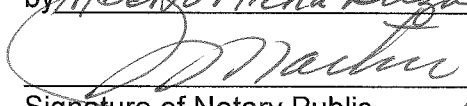
In such capacity, the Engineer's authority is expressly limited to signing and delivering applications for permits and approvals that are related to the development of the Site, advancing nominal funds as may be required to file such applications and to represent the interests of the Companies at meetings and hearings for the applications. The Engineer is not authorized to negotiate on the Companies' behalf or to bind or obligate the Companies in any manner whatsoever, including without limitation accruing any obligations on the Companies' behalf to pay for or construct improvements without additional authorization in writing from the Companies.

Sincerely,
PALM BEACH 2000, INC and VESTMAZ, INC.

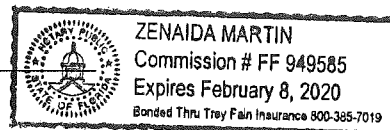
By 
Alberto Micha Buzali, Vice President

State of FLORIDA
County of BROWARD

This instrument was acknowledged before me on the 10 (date) of August, 2016 (Month)
by Alberto Micha Buzali (name of person acknowledging).


Signature of Notary Public

My Commission Expires: 2/8/20





City of Hollywood

Technical Advisory Committee Submittal Checklist

QUICK FACTS:

- Submittals are accepted on meeting dates before 11 A.M. for the next available meeting.

- Scheduled appointment with assigned Planner required for all submittals.

- Each package SHALL be complete and stapled.

- Fee Calculation

Residential:
\$2,033 + \$50 per unit

All others:
\$2,033 + \$60 per 1,000
gross sq. ft.

Fee will be paid twice
(Preliminary and Final)

- TAC Typically meets twice a month on the First and Third Monday of the Month, except for January, August, and December.

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

Meeting dates are subject to change.

- Prior to Final TAC, the Planning Department will provide one (1) original notification letter, envelopes, and signs for public notification. Mailing notification and property posting must be completed by the applicant at least ten (10) days prior to meeting date.

Provide 20 copies (unless otherwise specified) of complete 24"X36" packages containing the items below and one complete package fully signed and sealed with all original documents.

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

Requirements for Preliminary Site Plan Review:

- ☒ General Application
- ☒ Application Fee
- ☒ Ownership and Encumbrance Report (O&E) (2)
- ☒ Cover Sheet with Location Map
- ☒ Certified Alta Survey
- ☒ Dimensioned Site Plan
- ☒ Dimensioned Building Elevations
- ☒ CD containing all documents listed above in PDF/JPG format (1)

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

- ☒ Dimensioned Typical Floor Plans (include all levels for parking garages)
- ☒ Street Profile/Elevation (including adjacent buildings)
- ☒ Dimensioned Landscape Plans
- ☒ Dimensioned Schematic Paving, Grading and Drainage Plan
- ☒ Color Rendering
- ☒ Original Set of Color Chips (1)
- N/A ☒ Wildlife Protection (if applicable)
- N/A ☒ Written Responses to Preliminary TAC comments
- ☒ CD containing all documents listed above in PDF/JPG format (1)
- ☒ Public Notice: Mailing Notification and Property Posting Requirements (1)
- ☒ Criteria Statement(s) for each request indicating consistency with all applicable criteria found in Article 5 of the Zoning and Land Development Regulations which may include the following: *Variances, Design, and Special Exceptions* (Available online at www.amlegal.com).

Please refer to Article 5 of the City of Hollywood's Zoning and Land Development Regulations for a detailed description of each item listed above or visit our website at www.hollywoodfl.org

2600 Hollywood Boulevard, Room 315 • P.O. Box 229045 • Hollywood, FL 33022-9045
Phone (954) 921-3471 • Fax (954) 921-3347 • www.hollywoodfl.org



City of Hollywood

Technical Advisory Committee Submittal Checklist

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- ☐ Cover Sheet with Location Map **4,500 sf Proposed**
- ☐ Certified Alta Survey **\$2,033 + \$60 (4,500/1000)=\$2,303**
- ☐ Dimensioned Site Plan
- ☐ Dimensioned Building Elevations
- ☐ CD containing all documents listed above in PDF/JPG format (1)

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- ☐ Dimensioned Typical Floor Plans (include all levels for parking garages)
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The Place at Hollywood Phase VI

Legal Description

- A portion of parcel "B" of "Hollywood Plaza" according to the plat thereof as recorded in plat book 181, page 12, of the public records of Broward County, Florida, being more particularly described as follows:

commence at the most southerly southwest corner of said parcel "B"; thence on the westerly boundary of said parcel "B", also being the east right-of-way line of State Road no. 7 (U.S. highway no. 441) the following 4 courses and distances: 1) north 01°47'16" west 48.66 feet to the point of beginning; 2) continue north 01°47'16" west 9.34 feet; 3) north 45°59'46" west 35.35 feet; 4) north 00°59'46" west 84.82 feet; thence north 87°22'36" east 238.28 feet; thence south 02°37'24" east 100.49 feet to a point of curvature of a circular curve, concave northwesterly; thence southwesterly on the arc of said curve, with a radius of 19.33 feet, a central angle of 90°00'00", for an arc distance of 30.36 feet to a point of tangency; thence south 87°22'36" west 197.22 feet to the point of beginning,

Project Information

Project Description

- The proposed Place at Hollywood Phase VI is a 0.65 acre outparcel development consisting of one retail buildings totaling 4,500 square feet, located within The Place at Hollywood development. Improvements include parking lots, landscaping, stormwater system and utilities.

Location

- Section 13, Township 51 S, Range 41 E

Address

- 333 S. State Road 7, Hollywood, FL 33023

Zoning

- SR7 CCD-CC: Commercial Corridor District- Commercial Core Sub-area
- C-2: Low/Medium Intensity Commercial District

Land Use

- 71: Transit Oriented Corridor

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GreenspoonMarder LAW

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From the desk of:
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August 14, 2014

VIA FEDERAL EXPRESS

Leslie A. Del Monte, Planning Manager
City of Hollywood
2600 Highland Boulevard
Hollywood, Florida 33020

**Re: Palm Beach 2000, Inc. and Vestmaz, Inc. and Wal-Mart Stores East, LP;
FL-Hollywood - Store #3163**

Dear Leslie:

Pursuant to our recent emails, please find enclosed a fully executed copy of the ECR for the Place at Hollywood for recording in the Public Records of Broward County, Florida. Upon recordation, please either mail or email a recorded copy to me. Of course, should you have any questions, please feel free to contact me.

Very truly yours,

GREENSPOON MARDER, P.A.


John L. Shiekman, Esq.
For the Firm

JLS/js

Enclosures

cc: J. Robert Joines (BJoines@tobinreyes.com)
Greg Wilfong (Greg.Wilfong@kimley-horn.com)

Return to: (enclose self-addressed stamped envelope)

Name: John L. Shiekman, Esq.

Address:

Greenspoon Marder, P.A.
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

John L. Shiekman, Esq.
Greenspoon Marder, P.A.
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Parcel ID #: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 30 day of July, 2014, between WAL-MART STORES EAST, LP, a Delaware limited partnership ("Wal-Mart"), whose mailing address is 2001 S.E. Tenth Street, Bentonville, Arkansas 72716-0550, and PALM BEACH 2000, INC., a Florida corporation, and VESTMAZ, INC., a Florida corporation (collectively, the "Developer"), whose address is 336 Dania Beach Boulevard, Dania, Florida 33004.

WITNESSETH:

A. Developer is the owner of and Wal-Mart is the lessee of a parcel of land located in the City of Hollywood, Broward County, Florida, as depicted on the Site Plan prepared by Kimley-Horn & Associates, Inc., and attached hereto as Exhibit A (the "Site Plan"), and as more particularly described in Exhibit B attached hereto (the "Wal-Mart Tract").

B. Developer is also the owner of a parcel of land located adjacent to the Wal-Mart Tract, as depicted on the Site Plan attached hereto as Exhibit A (the "Developer Tract"). The Wal-Mart Tract and the Developer Tract are herein referred to individually as a "Tract" and collectively as the "Tracts," as more fully set forth in Section 1.11.

C. Developer is also the owner of the Outparcels (as defined in Section 1.6), as depicted in the site plan attached hereto as Exhibit A-1 (the "Building Area Site Plan").

D. The Developer Tract and the Outparcels are jointly legally described in Exhibit C attached hereto.

E. Developer and Wal-Mart desire that the Tracts and the Outparcels be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center and further desire that the Tracts and the Outparcels be subject to the easements, the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Developer and Wal-Mart do hereby agree as follows:

1. Definitions.

1.1 "Common Areas" shall be all of the Shopping Center except the Building Areas. Those portions of the Building Areas which are not from time to time used, or cannot, under the terms of this Agreement, be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

1.2 "Shopping Center" shall mean the commercial shopping center comprised of the Developer Tract, the Wal-Mart Tract and the Outparcels.

1.3 "Building Areas" shall mean those portions of the Shopping Center upon which buildings are located from time to time, and any areas which may be so designated as Building Areas on Exhibit A-1. Canopies may encroach from the Building Areas over the Common Areas, provided the canopies do not interfere with the use of the Common Areas. Any material expansion, reduction or relocation by an Owner of the Building Areas located on its Tract shall require the prior approval of the Owner of the other Tract, which will not be unreasonably withheld, conditioned or delayed.

1.4 "Drainage System" shall mean all structures and pipes, including the Ponds, that collect the surface water and stormwater emanating from the Tracts and Outparcels and convey the same to the Ponds and/or an approved offsite drainage system.

1.5 "Maintenance" shall mean the exercise of reasonable care and repair to keep buildings, driveways, landscaping, lighting, lawns, walls, fences, water and sewer distribution systems, stormwater runoff collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall be "to the back of the curb" or to the edge of any abutting pavement, as the case may be. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.6 "Outparcel" or "Outparcels" shall mean those parcels owned by Developer located adjacent to the Wal-Mart Tract and Developer Tract, and respectively depicted and described as Outparcels in the Building Area Site Plan. Buildings constructed within any Outparcel may only be constructed within the Building Area of such Outparcel as shown on Exhibit A-1.

1.7 "Owner" or "Owners" shall mean the record owner of a fee simple interest in one or more of the Tracts or the Outparcels, but excluding parties having an interest merely as security for the performance of an obligation, provided that the "Owner" of the Wal-Mart Tract for purposes of this Agreement shall be deemed to be Wal-Mart (or any successor or assign), for so long as Wal-Mart is the lessee of the Wal-Mart Tract.

1.8 "Pond" or "Ponds" shall mean the areas of the Shopping Center which are designated as "Lakes" on the Site Plan.

1.9 "Lift Station" shall mean any lift station, together with all infrastructure and equipment related thereto, which may be installed in connection with the sewage collection system servicing both the Developer Tract and the Wal-Mart Tract.

1.10 "Roadways" shall mean certain entrance driveways into the Tracts and/or Outparcels and certain other common driveways, as depicted and/or labeled on Exhibit A-1.

1.11 "Tract" or "Tracts" shall mean the Wal-Mart Tract and the Developer Tract. If a Tract is divided into one or more separate legal lots, each such separate legal lot shall thereafter be considered to be a "Tract" and the owner(s) of each such legal lot shall be an "Owner." Any Tract or Tracts subdivided as aforesaid shall remain subject to all terms and conditions of this Agreement.

2. Use.

2.1 Generally. Buildings on the Tracts and Outparcels shall be used for commercial purposes of the type normally found in retail shopping developments including, without limitation, financial institutions, service shops, offices, and retail stores. Developer covenants and agrees that for so long as Wal-Mart, or any affiliate of Wal-Mart, is the occupant of the entire Wal-Mart Tract, either as fee owner or lessee, and except as otherwise specifically provided herein, Developer shall not allow any cafeteria (other than a food service establishment within the Wal-Mart store or a cafeteria located outside of the Prohibited Cafeteria and Gym Area depicted on Exhibit A-1), theatre, bowling alley, billiard parlor, nightclub, other place of recreation or amusement containing in excess of five thousand (5,000) square feet, or any business serving alcoholic beverages (other than in connection with and incidental to a restaurant where less than 50% of the revenue is from the sale of alcoholic beverages) to occupy space within the Developer Tract or Outparcels. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Developer covenants and agrees that as long as Wal-Mart, or any affiliate of Wal-Mart, is the occupant of the entire Wal-Mart Tract, either as fee owner or lessee, Developer shall not allow any space in or portion of the Developer Tract to be used for a gym, health club, spa, dance studio or exercise facility unless such facility (a) is located outside of the Prohibited Cafeteria and Gym Area depicted on Exhibit A-1, and (b) the parking ratio for the area immediately in front of (and immediately surrounding) such gym, health club, spa, dance studio or exercise facility shall be not less than five (5) spaces for each one thousand (1,000) building square feet of such use. For purposes of this Agreement, a "Cafeteria" shall be defined as a self-service restaurant with

seating containing at least five thousand (5,000) square feet where the customer selects and pays for the food itself (e.g., Morrison's, Piccadilly, Home Style Buffet, Ponderosa, Sweet Tomatoes).

2.2 Discount Store/Warehouse Club Restriction. Developer covenants and agrees that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the entire Wal-Mart Tract, either as fee owner or lessee, Developer shall not allow any space in or portion of the Developer Tract or Outparcels to be leased or occupied by or conveyed to any other party for use as (i) a discount department store or other discount store, as such terms are defined below, (ii) a variety, general or "dollar" store, or (iii) a membership warehouse club or wholesale club similar to Wal-Mart's Sam's Club stores (other than a Sam's Club). "Discount department store" or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than ten thousand (10,000) square feet of building space used for the purpose of selling a full line of hard goods and soft goods in various categories (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart, but excluding category retailers and stores such as Ross Dress for Less, Marshalls or TJ Maxx.

2.3 Grocery Store Restriction. Developer covenants and agrees that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the entire Wal-Mart Tract, either as fee owner or lessee, Developer shall not allow any space in or portion of the Developer Tract or Outparcels to be leased or occupied by or conveyed to any other party for use as a grocery store or supermarket. "Grocery store" or "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than three thousand (3,000) square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments.

2.4 Pharmacy Restriction. Developer covenants and agrees that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the entire Wal-Mart Tract, either as fee owner or lessee, Developer shall not allow any space in or portion of the Developer Tract or Outparcels to be leased or occupied by or conveyed to any other party for use as a pharmacy or drugstore.

2.5 Other Restrictions. Developer covenants and agrees that, as long as Wal-Mart or any affiliate of Wal-Mart is the user of the entire Wal-Mart Tract either as fee owner or Lessee, Developer shall not allow any space or portion of the Developer Tract or Outparcels to be leased or occupied by or conveyed to any other party for use as (a) a liquor store, (b) a convenience store (unless as part of a gas station), (c) an adult book or adult entertainment store, or (e) any business or facility used for growing, delivering, transferring, supplying dispensing, disbursing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant.

2.6 Remedies. In the event of a breach or threatened breach of any of the foregoing covenants, Wal-Mart shall have the right, after providing written notice to

Developer and the failure of Developer to cure such breach within thirty (30) days after such notice, to seek any and all remedies afforded by either law or equity, including, without limitation, the right to injunctive relief. Developer shall not be deemed to be "allowing" any use if, promptly after becoming aware of such use, Developer instructs the offending party to discontinue such use and, if such use is not discontinued within a reasonable time following such notice, diligently enforces rights which can reasonably be expected to result in a cessation of such use as soon as reasonably practical.

2.7 No Operating Covenant on Wal-Mart Tract. Notwithstanding anything to the contrary contained herein, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, on the part of Wal-Mart, to commence the operation of a business, or to thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract, and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart, except as may be specifically set forth in the Ground Lease by and between Developer and Wal-Mart for the Premises ("Ground Lease").

3. Buildings.

3.1 Design and Construction. Buildings hereafter constructed on the Tracts or Outparcels shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract onto another Tract. The design and construction shall be of high quality. The Outparcels shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

3.2 Interference by Construction. Each Owner agrees that any construction work to be undertaken by it shall be performed (i) so as to not cause any increase in the cost of constructing other buildings within the other Tracts or Outparcels, (ii) so as to not unreasonably interfere with any construction work being performed on the remainder of the Tracts or Outparcels, or any part thereof, and (iii) so as to not unreasonably interfere with, and minimize disruptions of the access to, use, occupancy, or enjoyment of, the remainder of the Tracts or Outparcels. Any construction work (other than emergencies) which is proposed to be accomplished on the Developer Tract after the building on the Wal-Mart Tract has opened for business to the public and during the period from October 15 to January 15 of the following calendar year, shall be subject to Wal-Mart's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, but may be conditioned upon reasonable measures to minimize interference with the business operations on the Wal-Mart Tract.

3.3 Outparcel Driveways. Notwithstanding anything to the contrary depicted on Exhibit A-1, Developer acknowledges and agrees that Wal-Mart shall have the right to approve the location and configuration of all access openings serving Outparcel 6 and Outparcel 7 in order to insure a smooth and continuous flow of traffic, which approval shall not be unreasonably withheld, conditioned or delayed.

3.4 Height. No building hereafter constructed on the Wal-Mart Tract or the Developer Tract shall exceed one-story or forty-five feet (45') in height (but may contain a mezzanine level), as measured from the mean finished elevation of the parking area of the Tracts. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. No building hereafter constructed on any of the Outparcels may exceed twenty-five feet (25') in height. Such Outparcels may contain mechanical improvements and architectural embellishments with a height of up to twenty-eight feet (28') in height (but the width of any architectural embellishments may not exceed fifteen percent (15%) of the lineal footage of the side of the Outparcel building on which the architectural embellishment is located). All heights shall be measured from the mean finished elevation of the parking area of the Outparcels. Any rooftop mechanical equipment constructed on the buildings hereafter constructed on the Tracts or Outparcels shall be screened so as not to be visible from the mean finished elevation of the parking area. Notwithstanding the foregoing, (a) the placement of a decorative tower on the Pollo Tropical building proposed to be located on Outparcel 3 (as depicted on Exhibit A-1) shall be deemed to be in compliance with this Agreement provided that it is substantially similar to the size of the tower on a prototype Pollo Tropical restaurant; (b) the construction of a building on Outparcel 7 by RaceTrac Petroleum with elevations substantially in accordance with the elevations attached hereto as Exhibit D ("RaceTrac Elevations") shall be deemed to be in compliance with this Agreement; and (c) the construction of a building on Outparcel 6 by Sonic with elevations substantially in accordance with the elevations attached hereto as Exhibit E ("Sonic Elevations") shall be deemed to be in compliance with this Agreement.

3.5 Fire Protection. Any building hereafter constructed on the Tracts or Outparcels shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings on the Tracts or Outparcels to the extent required by applicable building code.

3.6 Easement For Encroachments. In the event building wall footings encroach from one Tract onto another Tract, despite efforts to avoid that occurrence, the Owner onto whose Tract the footings encroach shall cooperate in granting an encroachment permit or easement to the Owner whose building wall footings encroach.

3.7 Construction Easement. Developer hereby acknowledges that, in accordance with the Development Agreement being executed by Developer and Wal-Mart on this date ("Development Agreement"), Wal-Mart will be performing certain "Sitework" on the Shopping Center and that, in the course of performing the Sitework, Wal-Mart shall have an easement over the entire Developer Tract and Outparcels in connection with performance of the Sitework. Such easement will terminate upon completion of the Sitework in accordance with the Development Agreement. If the portion of the Sitework to be performed on a specific Outparcel(s) has been completed prior to the final completion of all Sitework, and if the Developer requests Wal-Mart to release such easement as to such Outparcel(s), Wal-Mart shall execute and deliver a release of such Outparcel(s) from such easement. From and after the date of completion of the Sitework, and subject to Section 3.2 hereof, Developer hereby establishes a temporary construction easement over, under, upon and across the portions of the Common Areas within the Developer Tract identified on Exhibit A-1 as "Construction Easement Areas" (the "Construction Easement") for the benefit of the Owner of the Wal-Mart Tract as may be

reasonably necessary, for the purpose of the construction of the building on the Wal-Mart Tract. The Construction Easement shall automatically terminate and be of no further force and effect upon the issuance of a certificate of occupancy for the building to be located on the Wal-Mart Tract.

4. Common Areas.

4.1 Limitations on Use. Each Owner shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park except while shopping or transacting business on the Tracts or Outparcels. Each Owner (other than the Owner of the Wal-Mart Tract) shall use reasonable efforts to ensure that employees do not park within the Wal-Mart Tract. Wal-Mart shall use reasonable efforts to ensure that employees do not park within the Developer Tract or Outparcels. Any activity within the parking areas of the Tracts and the Outparcels other than their primary purpose, which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Tracts and the Outparcels and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Subject to compliance with applicable law, codes and governmental regulations, the use by Wal-Mart of the parking areas on the Wal-Mart Tract, and the use by Developer and its tenants of the parking areas on the Developer Tract, for the display, sale and storage of merchandise and for the use of seasonal sales structures is expressly permitted so long as such seasonal sales do not exceed five (5) per year lasting no longer than twenty-one (21) days each and shall be conducted only in the "Seasonal Sales Areas" depicted on Exhibit A-1. Persons using the parking areas in accordance with this Agreement shall not be charged any fee for such use. Notwithstanding the foregoing, each party covenants and agrees that, to the extent allowed by law, neither party will allow the parking on its tract to be used for rallies, demonstrations, protests, picketing or handbilling to protest, publicize or allege improprieties regarding the acts, policies or operating practices of any business operating within the Tracts or Outparcels. Further, any Owner may restrict use of its parking areas by its invitees, licensees and tenants.

4.2 Reciprocal Access Easements. Each Owner hereby establishes and grants to every other Owner, and to their respective agents, customers, invitees, licensees, contractors, tenants and employees, for the benefit of all the Tracts and the Outparcels, a perpetual, non-exclusive easement over, through and across the driveways, parking areas and walkways in their respective Tracts for vehicular and pedestrian access, ingress and egress. Developer hereby establishes and grants to Wal-Mart, and to its agents, customers, invitees, licensees, contractors, tenants and employees, for the benefit of all the Tracts and the Outparcels, a perpetual, non-exclusive easement over, through and across the Roadways for vehicular and pedestrian access, ingress and egress to the Tracts and Outparcels. Nothing herein shall be construed to give any Owner, tenant, occupant, employee, customer, licensee or invitee of any of the Tracts or Outparcels the right to use any other Owner's Tract or Outparcel for vehicular parking or for any other purpose other than as described herein. No Owner, occupant, or lessee of any Tract or Outparcel may erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Roadways or the entrances to the Tracts or Outparcels that would prevent or substantially interfere with the ingress and egress or pedestrian and automotive traffic flow over, between and among the Tracts and the Outparcels substantially as depicted on Exhibit A and Exhibit A-1; provided, however, that this provision shall not be construed as

prohibiting installation of landscaping, lighting, curb, traffic islands, and the making of similar improvements as long as such ingress and egress is not prevented or substantially interfered with. In addition, no Owner, occupant or lessee of any Tract may materially change the configuration of or relocate the drive aisles within such Tract without the prior written consent of the Owner of the other Tract and the Developer Tract; provided that an Owner may restripe or reconfigure the parking spaces within its Tract or Outparcel so long as the minimum parking ratios contained in this Agreement are maintained.

4.3 City Requirements. The reciprocal easements for vehicular and pedestrian ingress and egress granted in the first two sentences of Section 4.2 have been granted in compliance with the condition set forth in Section 9(a) of the City of Hollywood Planning and Development Board Resolution No. 12-DPV-93. Such easements may not be modified without the prior written consent of the City of Hollywood. Wal-Mart and Developer specifically agree and acknowledge that, notwithstanding that the City has required the granting of the easements, nothing herein shall be deemed to imply that the City endorses any of the other provisions contained in this Agreement, all of which have been solely negotiated and agreed to by Wal-Mart and Developer.

4.4 Roadways. Following the completion of the initial construction of the Roadways, the Roadways shall thereafter be open to the Owners and the tenants, customers, invitees and guests of the Owners. Any closure of the Roadways for repairs or maintenance (except in an emergency), or any other material modification of the Roadways, shall require the prior approval of the Owner of the other Tract, which will not be unreasonably withheld, conditioned or delayed.

4.5 Maintenance of Common Areas and Assessments.

(a) Maintenance. Except as provided in Section 4.5(c), each of Developer and Wal-Mart shall be responsible for the maintenance, operation, repair, reconstruction, and replacement of the Common Areas located upon their respective Tracts. Such maintenance shall include, without limitation: (i) maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability; (ii) removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; (iii) placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines; (iv) operating, keeping in repair and replacing, where necessary, such artificial lighting facilities located therein as shall be reasonably required; (v) maintaining all landscaped areas within the Common Areas and making such replacements of shrubs and other landscaping therein as is necessary, including regular cutting of all grassy areas therein; and (vi) maintaining all perimeter and exterior building walls including, but not limited to, all retaining walls, in a good condition and state of repair.

(b) Maintenance by Wal-Mart. In the event an Owner fails to maintain or repair the Common Areas in the manner required herein, the other Owner shall have the right to perform such required maintenance or repair, after providing the responsible Owner with thirty (30) days' notice and the opportunity to perform such maintenance (except in the event of an emergency, in which event only reasonable notice under the circumstances shall be

required). The responsible Owner shall reimburse the other Owner for its pro-rata share (calculated as provided in this paragraph) of the reasonable actual costs incurred in performing such maintenance or repair, within thirty (30) days after receipt of an invoice accompanied by appropriate documentation. In the event of a dispute, the undisputed portion of any invoice shall be paid and the parties shall negotiate in good faith to resolve any dispute. Any such amounts not paid and not disputed in writing within thirty (30) days after invoice shall thereafter bear interest at a rate equal to the prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum.

(c) Maintenance. Following the initial construction and installation of the Roadways, Lift Station (if applicable), Ponds and Drainage System, Developer shall be responsible for the maintenance, operation, repair, reconstruction, and replacement of the Roadways, Ponds, Lift Station (if applicable) and Drainage System ("CAM Costs"). With respect to the Roadways, such maintenance shall include, without limitation: (i) maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability; (ii) removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; (iii) placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines; (iv) operating, keeping in repair and replacing, where necessary, such artificial lighting facilities located therein as shall be reasonably required; and (v) maintaining all landscaped areas within the Roadways and making such replacements of shrubs and other landscaping therein as is necessary, including regular cutting of all grassy areas therein. With respect to the Drainage System, such maintenance shall include the work described in Section 4.7(b).

Developer shall assess the Owner of the Wal-Mart Tract for its share of the CAM Costs, in accordance with the agreed-upon allocation set forth herein (the "Assessment"). Developer shall provide Wal-Mart with a proposed budget of CAM Costs for each calendar year at least sixty (60) days before the beginning of such calendar year. Wal-Mart shall have the right to approve the scope of such maintenance and the annual budget, which approval shall not be unreasonably withheld, conditioned or delayed. The CAM Costs may include an administrative fee of not greater than five percent (5%) of CAM Costs (the administrative fee will only apply to true maintenance costs and not to tax bills, utility bills and similar items). Wal-Mart shall be obligated to pay as Assessments forty-seven and 86/100 percent (47.86%) of the CAM Costs. Such Assessments shall be prorated for any partial calendar year during the term of the Ground Lease.

The obligation of Wal-Mart for the payment of its share of the CAM Costs shall commence on the date of recordation of this Agreement. Thereafter, Wal-Mart shall pay its share of the CAM Costs incurred from and after such date. Wal-Mart may not waive or otherwise escape liability for the Assessments by reason of abandonment of its Tract.

Wal-Mart's Assessment shall be supported by a written invoice, including such documentation of any and all of the costs as Wal-Mart may reasonably request. Invoices shall be sent no more frequently than quarterly and shall reflect only work completed since the last invoice and the related administrative fee. In the event of a dispute, the undisputed portion of any invoice shall be paid and the parties shall negotiate in good faith to resolve any dispute.

Wal-Mart shall pay all undisputed amounts set forth in each invoice within thirty (30) days after its receipt of such invoice. Any amounts not paid and not disputed in writing within thirty (30) days after invoice shall thereafter bear interest at a rate equal to the prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum. Developer shall, upon demand therefor, furnish a certificate setting forth the status of the payments of the Assessment on the Wal-Mart Tract. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid therein.

4.6 Utility and Service Easements. Each party hereby establishes and grants to the other party a non-exclusive easement for the benefit of the Owner of each Tract on, across and under the Common Areas to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center now upon or hereafter installed on, across or under the Common Areas to the extent necessary to service such Tract). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's Tract. The location of any utilities hereafter installed shall be determined by the Owner of the Tract (the location of utilities on the Wal-Mart Tract shall be determined by Wal-Mart) upon which such utilities are to be installed. Any such installed utility services may be relocated by the Owner of a Tract on such Owner's Tract, subject to compliance with applicable laws at the expense of the Owner of that Tract, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services to any other Tract and, further provided, that no utilities shall be relocated on the Wal-Mart Tract without the prior written consent of Wal-Mart.

4.7 Surface and Stormwater Management.

(a) Drainage System. The Drainage System shall be constructed, operated, maintained, repaired, reconstructed and replaced in accordance with the requirements of all permits for same issued by all applicable governmental and quasi-governmental authorities (collectively, the "Permit") and the rules of the Florida Department of Environmental Protection (the "FDEP," which term shall include that body as presently constituted and any successor agency or instrumentality). Each Owner of a Tract hereby establishes and grants to every other Owner, for the use and benefit of, and as an appurtenance to, each Tract and Outparcel, and as a burden upon its Tract, a perpetual, non-exclusive easement for the transmission, discharge, storage, retention, detention and treatment of surface water and stormwater over, under, through and across the portions of the Drainage System from time to time located within its Tract.

(b) Maintenance. Maintenance of the Drainage System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the applicable governing authority. Any repair, reconstruction or replacement of the Drainage System shall be as permitted, or, if modified, as approved by, the governing authority.

(c) Amendment. Any amendments to this Agreement which materially alter any provision relating to the Drainage System, beyond maintenance in its

original condition, including the water management portions of the Common Areas, must have the prior approval of the applicable governing authority.

(d) Enforcement. The applicable governing authority shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Agreement which relate to the maintenance, operation and repair of the Drainage System. In the event of the termination, dissolution or final liquidation of Developer or its successor in the responsibility for maintenance of the Drainage System, the responsibility for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with all of the rules of the governing authority applicable thereto, and be approved by the applicable governing authority prior to such termination, dissolution or liquidation.

(e) Hazardous Materials. Each Owner, and its tenants, successors and assigns, shall not discharge any oils, petroleum products, or hazardous materials or wastes into the Drainage System, and shall indemnify, defend and hold harmless every other Owner, and their respective principals, shareholders, members, partners, officers, directors, employees, contractors and agents, harmless from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to the discharge or alleged discharge of any oil, petroleum products, or hazardous wastes or substances into the Drainage System from such Owner's Tract or Outparcel for any reason whatsoever. Notwithstanding the foregoing, no Owner shall have any indemnification obligation or liability for discharges or alleged discharges of oil, petroleum products, or hazardous wastes or substances originating from any Tract or Outparcel other than its own. Notwithstanding anything to the contrary contained elsewhere in this Agreement or the Ground Lease, each of Wal-Mart and Developer hereby acknowledges and agrees that: (i) the applicable provisions of the Ground Lease governing environmental matters (the "Environmental Provisions of the Lease") set forth the entire agreement and understanding of Wal-Mart and Developer with respect to the subject matter addressed in this Section 4.7(e); and (ii) so long as such Environmental Provisions of the Ground Lease remain in full force and effect, none of the provisions contained in this Section 4.7(e) of this Agreement shall be applicable to, binding upon or enforceable against Wal-Mart or Developer or any of their respective successors or assigns.

4.8 Use of Easements. The grantee of any easement granted in this Agreement agrees to use due care in any use of such easements and in the construction, installation, operation, maintenance, repair, reconstruction, or replacement of either such grantee's improvements or the easement area as provided for herein, so as not to unreasonably disturb the grantor's use of its Tract or Outparcel. Each grantee of any easement granted herein agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving, or other improvements that existed within the easement area prior to such installation. To the fullest extent permitted by law, each grantee of any easement granted herein will forever waive and hold the grantor harmless for, and defend such grantor against, any claims, losses, causes of action, and suits which arise from the acts or omissions of the grantee or its directors, officers, agents, employees, contractors, invitees, or licensees, including but not

limited to the use of the easement herein granted, and will indemnify the grantor for any losses suffered due to any such claims, losses, causes of action, or suits. The grantee of any easement granted herein shall not interfere with the grantor's business operations while utilizing any easement granted herein. Each grantor of any easement granted herein shall have the right at its sole option and expense to relocate said easement upon such grantor's property. Upon fifteen (15) days' written notice, the grantee of such easement shall release and extinguish all its rights granted in such prior easement pursuant to this Agreement.

4.9 Illumination. Each Owner hereby covenants and agrees to keep the Common Areas located on its Tract or Outparcel fully illuminated each day from dusk until midnight, and further agrees to keep any exterior building security lights on from dusk until dawn (or such other times as Wal-Mart and Developer may mutually agree), said obligation to commence upon the opening of a business on the subject Tract or Outparcel. The requirements of this section shall apply to each Tract and Outparcel regardless of the type of use being made of such Tract or Outparcel. In the event an Owner or any tenant of Developer is permitted to operate for business on an Outparcel or Tract, after the required hours set forth above, such Owner may require any other Owner to illuminate the parking area of its Tract or Outparcel beyond the required hours set forth above provided that the requesting Owner agrees to reimburse the other Owner for actual out-of-pocket utility costs incurred by such Owner for lighting beyond the hours required above. Such costs shall be reimbursed once each calendar quarter within thirty (30) days after presentation of paid invoices to the Owner responsible to reimburse such costs, evidencing costs incurred by the Owner requesting reimbursement along with calculations showing how utility costs were allocated to the hours for which reimbursement is due.

5. Parking Ratios, Maintenance, and Taxes.

5.1 Parking Ratio. Wal-Mart agrees that at all times there shall be maintained on the Wal-Mart Tract parking area sufficient to accommodate not fewer than four and one-half (4.5) parking spaces for each 1,000 square feet of building space on such Tract. Developer agrees that at all times there shall be maintained on the Developer Tract parking area sufficient to accommodate not fewer than four and one-half (4.5) parking spaces for each 1,000 square feet of building space on such Tract. Each Owner agrees that there shall be independently maintained on each Outparcel parking area sufficient to accommodate not fewer than: (i) 15 spaces for every 1,000 gross square feet of building space for any restaurant or entertainment use having a building size greater than 5,000 square feet, or for any McDonald's or Chick-Fil-A Restaurant, notwithstanding its building footprint; or (ii) 10.0 spaces for every 1,000 gross square feet of building space for any restaurant or entertainment use having a building size up to 5,000 square feet (subject to the exception above); or (iii) 5 spaces per 1,000 gross square feet of building space for any other use.

5.2 Maintenance.

(a) Standards. Following completion of the improvements on each Tract or Outparcel, and except as may be otherwise set forth in Section 4.5, each Owner shall maintain its Tract or Outparcel in good condition and repair, including, without limitation, the following: (i) maintaining the surfaces in a level, smooth and evenly-covered condition with

the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability; (ii) removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; (iii) placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines; (iv) operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required; (v) maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and (vi) maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(b) Expenses. Except as may be otherwise set forth in Section 4.5, each Owner shall pay the maintenance expenses of its Tract or Outparcel, including access easements within such Tract or Outparcel.

(c) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas and/or Roadways in the manner and in accordance with the terms provided herein. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees.

5.3 Taxes. Except as otherwise expressly provided herein, each Owner agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and real property assessments which are levied against its Tract or Outparcel, the improvements constructed thereon, or any part thereof. Notwithstanding the foregoing, taxes for the Wal-Mart Tract shall be paid pursuant to the terms of the Ground Lease between Wal-Mart and Developer.

6. Signs. No freestanding identification sign may be erected on the Developer Tract or any of the Outparcels without the approval of Developer, and in no event shall any such freestanding identification sign exceed the height of the common monument signs described herein or block the visibility of the Wal-Mart store. Notwithstanding the foregoing, there may be erected entrance-exit signs on the Developer Tract and the Outparcels to facilitate the free flow of traffic ("Entrance-Exit Signs"), which Entrance-Exit Signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer. No rooftop signs shall be permitted. Wal-Mart shall have the right to place its sign panels on the uppermost position (excluding the shopping center identification panel) on each side of each of the Shopping Center identification signs hereafter installed in the Shopping Center. The cost of fabrication and installation of Wal-Mart's sign panels shall be paid by Wal-Mart. The shopping center identification sign locations will be in the approximate locations shown in Exhibit A and/or Exhibit A-1. Wal-Mart shall have forty seven and 86/100 percent (47.86%) of the tenant identification signage area on both sides of each such sign. Each Owner shall reimburse Developer for its pro-rata share (based on panel size) of the maintenance and repair costs of the common monument signs. If permitted by applicable governmental authorities, Wal-Mart shall have the right, at its sole expense, to install up to two (2) free-standing monument sign(s) identifying only Wal-Mart at such location(s) as may be approved by applicable governmental authorities. The cost of fabrication of such signs, as well as the maintenance and repair costs,

shall be paid by Wal-Mart. Such sign(s) shall be up to the maximum size permitted by the applicable governmental regulations. In the event a variance or special exception shall be required in order for Wal-Mart to obtain approval of such Wal-Mart-only sign(s), Developer shall cooperate with Wal-Mart and execute any and all applications that may be reasonably requested by Wal-Mart in connection with approval of such sign(s). Wal-Mart shall also have the right to erect Entrance-Exit signs on the Wal-Mart Parcel. Further, Wal-Mart shall have the right to install the maximum building signage allowable by applicable governmental regulations on its store building, including Wal-Mart's trademark name and colors. Wal-Mart shall have the right to modify all Wal-Mart signage within the shopping center to reflect company updates of Wal-Mart's signage package. No signs shall obstruct the Roadways.

7. Indemnification and Insurance.

7.1 Indemnification. Subject to Section 7.2(d) of this Agreement, each Owner hereby agrees to indemnify, defend and hold every other Owner, and its respective principals, shareholders, members, partners, officers, directors, employees, contractors and agents, harmless from and against any and all liability, damages, causes of action, suits, claims, fines, penalties judgments, awards, expenses and costs (including but not limited to the reasonable fees and costs of attorneys and consultants, whether incurred before or at trial, at all appellate levels, in bankruptcy, and in any collection, dispute resolution or administrative proceeding) arising from or in any manner related to personal injury, death, or property damage and occurring on or from its own Tract, except if caused by the act or negligence of the other Owner or its principals, shareholders, members, partners, officers, directors, employees, contractors and agents. Notwithstanding anything to the contrary contained elsewhere in this Agreement or the Ground Lease, each of Wal-Mart and Developer hereby acknowledges and agrees that: (a) the applicable provisions of the Ground Lease governing indemnification matters (the "Indemnification Provisions of the Lease") set forth the entire agreement and understanding of Wal-Mart and Developer with respect to the subject matter addressed in this Section 7.1; and (b) so long as such Indemnification Provisions of the Ground Lease remain in full force and effect, none of the provisions contained in this Section 7.1 of this Agreement shall be applicable to, binding upon or enforceable against Wal-Mart or Developer or any of their respective successors or assigns

7.2 Insurance.

(a) Each Owner of any portion of the Tracts or Outparcels shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000 for injury or death of a single person, to the limit of not less than \$2,000,000 for any one occurrence, to the limit of not less than \$2,000,000 for property damage, and to the limit of not less than \$5,000,000 per occurrence and annual general aggregate for umbrella/excess liability (excluding automobile liability), including coverage for bodily injury, personal injury and property damage liability. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover

other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart and Developer. The foregoing limits of insurance may be periodically increased with the consent of Wal-Mart and Developer to account for inflation in accordance with industry standards for insurance maintained for retail shopping centers.

(b) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements. The Owner of a Tract or Outparcel shall pay for any increase in the cost of insuring the improvements on the other Tracts or Outparcels if such increase is due to the use by such Owner or its tenant(s).

(c) Policies of insurance provided for in this Subsection 7.2 shall name Wal-Mart and Developer as insureds, as their respective interests may appear, and each party shall provide to the other parties, upon request, certificates evidencing the fact such insurance has been obtained.

(d) Each Owner of any portion of the Tracts or Outparcels for itself and its property insurer hereby releases the other Owners of portions of the Tracts or Outparcels from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(e) Notwithstanding anything to the contrary contained in this Subsection 7.2, so long as the net worth of Wal-Mart shall exceed \$100,000,000, and so long as Wal-Mart is the Owner or lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim.

(f) Said insurance may be provided by a tenant or lessee of an Owner.

(g) Notwithstanding anything to the contrary contained elsewhere in this Agreement or the Ground Lease, each of Wal-Mart and Developer hereby acknowledges and agrees that: (i) the applicable provisions of the Ground Lease governing insurance matters (the "Insurance Provisions of the Lease") set forth the entire agreement and understanding of Wal-Mart and Developer with respect to the subject matter addressed in this Section 7.2 and (ii) so long as such Insurance Provisions of the Ground Lease remain in full force and effect, none of the provisions contained in this Section 7.2 of this Agreement shall be

applicable to, binding upon or enforceable against Wal-Mart or Developer or any of their respective successors or assigns.

8. Intentionally Omitted.

9. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the Tract of any Owner, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such Tract. Except as set forth in the preceding sentence, however, any holder of a first lien on any Tract, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

10. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Tracts or Outparcels shall be bound by this Agreement only as to the Tract or portion of the Tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract or portion of the Tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Tracts running with the land.

11. Breach.

11.1 Parties With Remedies. In the event of breach or threatened breach of this Agreement, only all record Owners of the Wal-Mart Tract as a group, or all record Owners of the Developer Tract as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the Wal-Mart Tract, or Developer so long as it or any affiliate has an interest as owner of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Notwithstanding the foregoing, all record Owners of an Outparcel shall be entitled to take any action permitted by this Agreement with respect to the breach of Sections 4.1, 4.2, 4.4, 4.5(a), 4.6, 4.7(a), 4.7(b), 4.7(e), 4.8, 4.9, 5.3, 9, 11, 13 and 27.

11.2 Remedies. Except as otherwise expressly provided in this Agreement, if any Owner shall fail to perform any covenant or condition contained in this Agreement, the aggrieved party shall give the defaulting party at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said thirty (30) day period, and said defaulting party shall have not in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved party may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default. The legal proceedings may include an action for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law or in equity. In the event of any violation or threatened violation by any Owner, tenant or occupant of the Tracts or Outparcels (or any portion thereof) of any of the terms, covenants, conditions and restrictions herein contained, in addition to any other remedies provided for in

this Agreement, any Owner shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction. The remedies provided in this section are in addition to any remedies available elsewhere in this Agreement or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to an Owner may be exercised cumulatively.

12. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

13. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart as long as it or its affiliate has any interest as either fee owner or lessee of the Wal-Mart Tract, or its successors in interest, and (b) Developer, as long as it or its affiliate has any interest as either fee owner or lessor of the Developer Tract, or its successors in interest. Notwithstanding anything to the contrary herein, upon the termination of the Ground Lease between Developer and Wal-Mart, the Owners of the Developer Tract and the Wal-Mart Tract may, without joinder of any other parties, amend this Agreement.

14. Non-Merger. So long as Wal-Mart or its affiliate is fee owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

15. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

16. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by Federal Express or similar overnight delivery service, addressed as follows:

Wal-Mart: Wal-Mart Stores East, LP
(Ref: Hollywood, FL Store #3163)
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Florida RE Manager

With a copy to: Wal-Mart Stores East, LP
(Ref: Hollywood, FL Store #3163)
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Florida RE Attorney

With a copy to: Greenspoon Marder, P.A.
Attn: John L. Shiekman, Esquire
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
(Ref: Hollywood, FL Store #3163)

If to Developer: Palm Beach 2000, Inc. and Vestmaz, Inc.
Attn: Alberto Micha
c/o Dacar Management LLC
336 Dania Beach Boulevard
Dania Beach, FL 33304

With a copy to: Tobin & Reyes, P.A.
Attn: Ricardo Reyes, Esq.
5355 Town Center Rd., Suite 204
Boca Raton, FL 33486

Notices shall be effective upon receipt or refusal. Any party shall be entitled to change its address for notice by providing written notice of such change to the other party and recording a copy of the notice of such change in the public records of Broward County, Florida. Until such time as the notice of change is recorded as required herein, the last address of said party shall be deemed to be the proper address of said party.

19. Consent. The record owner of the Wal-Mart Tract agrees that for so long as Wal-Mart is a lessee of all of the Wal-Mart Tract, whenever the consent of the record owner of the Wal-Mart Tract is required under this Agreement, the record owner of the Wal-Mart Tract will give such consent only after obtaining Wal-Mart's consent. In any instance in which any Owner's consent or approval is required by any provision of this Agreement, such consent or approval or disapproval shall be given in writing, and shall not be unreasonably withheld,

conditioned or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide otherwise.

20. Time. Time is of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. All time periods in this Agreement will be deemed to refer to calendar days unless the time period specifically references business days. In the event the time for performance of any act under this Agreement falls on a Saturday, Sunday, or state or national holiday, such time will automatically be extended to the next business day.

21. Non-Waiver. No consent or waiver, express or implied, with regard to any breach or default hereunder will constitute a consent or waiver of any other or continuing breach or default hereunder. Failure of any party to object to any breach or default by the other party, irrespective of how long the failure continues, will not constitute a waiver of that party's rights and remedies existing under this Agreement, or at law or in equity. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the owners may have by reason of any breach of this Agreement.

22. Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each and every remaining term, covenant or condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

23. Attorneys' Fees. In the event of any action or proceeding brought by any party against another under this Agreement, the prevailing party will be entitled to recover all costs and expenses, including court costs, reasonable attorneys' fees, experts' fees, and other expenses incurred in investigating, preparing, and prosecuting the defense of, or settling any claims in, any legal action, including litigation (whether before or at trial, on appeal, or in any bankruptcy or collection proceeding), arbitration, mediation, and any alternative dispute resolution method, actions, or other proceedings. The provisions of this section will survive the termination or earlier expiration of this Agreement for any reason.

24. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY OWNER BE LIABLE TO ANY OTHER OWNER FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN SUCH OWNERS, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, OR THE TERMINATION OF, THIS AGREEMENT, OR BUSINESS RELATIONS AMONG SUCH OWNERS, REGARDLESS OF WHETHER ANY OWNER SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH OWNER ADVISED THE OTHER OWNER OF THE POSSIBILITY OF SUCH DAMAGES. OWNERS MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT FOR ANY REASON.

25. Compliance with Laws. In exercising any rights and privileges under this Agreement, each Owner shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements"). Each Owner shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of its improvements. Each Owner shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

26. Construction Liens. In the event any construction liens are filed against any Tract or Outparcel, the Owner permitting or causing such lien to be filed hereby covenants either to pay the same and have it promptly discharged of record, or to take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from such Tract or Outparcel, and in all events agrees to have such lien discharged prior to the entry of judgment for foreclosure of such lien.

27. No Dedication or Joint Venture. Nothing in this Agreement shall be deemed a dedication to the general public. Nothing herein shall be construed to make the parties joint venturers or render them liable for the debts of the others.

28. Governing Law; Venue. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principals and any dispute with respect to it and the rights and duties thereby created will be litigated in U.S. District Court for the State of Florida. The parties will bring any action or suit concerning this Agreement or related matters only in such federal courts. The parties will not raise, and hereby waive, any defenses based on venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with this section. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE VOLUNTARILY TO ITS TERMS

29. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument, even though all parties may not have executed the same counterpart.

30. Lease Defaults. Notwithstanding anything to the contrary contained in this Agreement, a breach or default under this Agreement shall constitute a default under the Ground Lease.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed, sealed and delivered
in the presence of:

WAL-MART:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC,
a Delaware limited liability company and
General Partner

By: Mary Rottler
Mary Rottler
Vice President - Real Estate

Parrell D. Barner
Printed Name: Parrell D. Barner
Sara J. Whitlock
Printed Name: Sara J. Whitlock

STATE OF Arkansas)
) SS:
COUNTY OF Benton)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MARY ROTTLE, Vice President - Real Estate of WSE MANAGEMENT, LLC, a Delaware limited liability company, as General Partner of WAL-MART STORES EAST, LP, a Delaware limited partnership, freely and voluntarily under authority duly vested in her by said limited liability company, and that the seal affixed thereto is the true seal of said limited liability company. She is personally known to me or has produced _____ as identification.

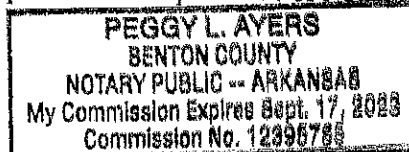
WITNESS my hand and official seal in the County and State last aforesaid this 24th day of July, 2014.

Peggy L. Ayers
Notary Public

My Commission Expires:

9-17-2023

Typed, printed or stamped name of Notary Public



Signed, sealed and delivered
in the presence of:

[Signature]
Printed Name: Vannity Chvero

[Signature]
Printed Name: Synda Lopez-Calleja

DEVELOPER:

PALM BEACH 2000, INC., a Florida
corporation,

By: [Signature]
Name: Alberto Michal Buzali
Title: Vice President
Date: 7/30/14

STATE OF FLORIDA)

COUNTY OF DEWARD)

The foregoing instrument was acknowledged before me this 30 day of July, 2014, by Alberto Michal Buzali the VP of PALM BEACH 2000, INC., a Florida corporation, on behalf of the corporation. He/She ☒ is personally known to me OR ☐ produced _____ as identification.



[Notary Seal]

[Signature]
Print Name: Zenaida Martin
Notary Public, State of Florida
Commission Number: EE158405
My commission expires: 2/8/16

Signed, sealed and delivered
in the presence of:

DEVELOPER:

VESTMAZ, INC., a Florida corporation,

[Signature]
Printed Name: Yannelly Clavio

[Signature]
Printed Name: Sylvia Lopez-Calleja

By: [Signature]
Name: Alberto Michal Buzati
Title: Vice President
Date: 7/30/14

STATE OF FLORIDA)

COUNTY OF BROWARD)

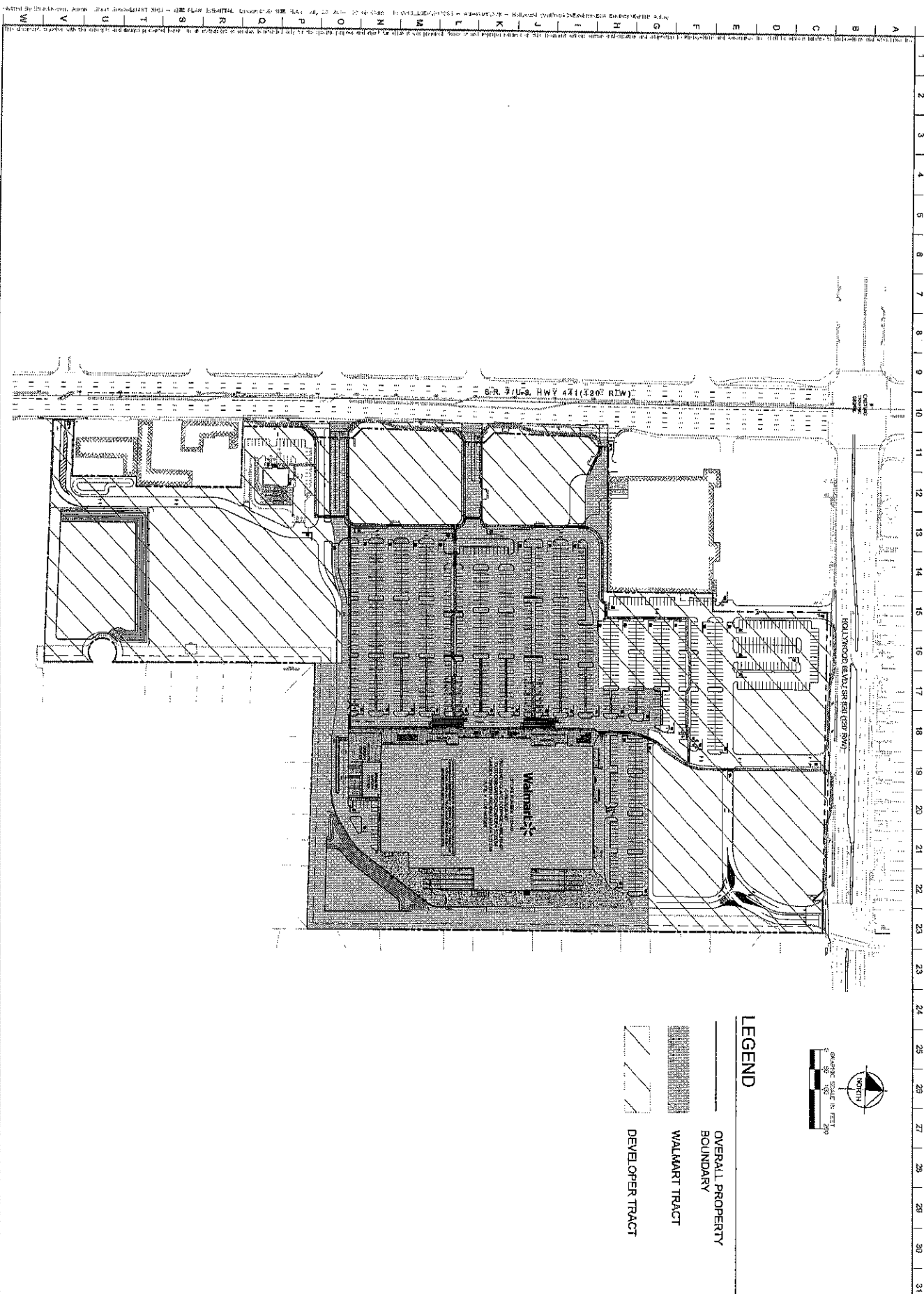
The foregoing instrument was acknowledged before me this 30 day of July, 2014, by Alberto Michal Buzati the V P of VESTMAZ, INC., a Florida corporation, on behalf of the corporation. He/She ☒ is personally known to me OR ☐ produced _____ as identification.



[Notary Seal]

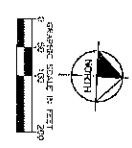
[Signature]
Print Name: Zenaida Martin
Notary Public, State of Florida
Commission Number: EE 158405
My commission expires: 2/8/16

EXHIBIT A TO ECR
Site Plan



LEGEND

- OVERALL PROPERTY BOUNDARY
- WALMART TRACT
- DEVELOPER TRACT



<p>THE PLACE AT HOLLYWOOD HOLLYWOOD, FL</p> <p>FL</p>	<p>EXHIBIT A</p>	<p>TITLE PROJECT 047265370</p> <p>DATE 4/24/2014</p> <p>SCALE AS SHOWN</p> <p>DESIGNED BY</p> <p>FL LICENSE NUMBER 01306</p> <p>DRAWN BY</p> <p>CHECKED BY</p>	<p>LASTED MODIFICATION</p> <p>047265370</p> <p>FL LICENSE NUMBER 01306</p> <p>DATE</p>	<p>Kimley-Horn and Associates, Inc.</p> <p>© 2014 KIMLEY-HORN AND ASSOCIATES, INC. 4000 NW 13TH AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309 PHONE: 954-770-1800 FAX: 954-770-2407 WWW.KIMLEY-HORN.COM CA-00000000</p>
<p>THE PLACE AT HOLLYWOOD HOLLYWOOD, FL</p>				<p>REVISIONS</p> <p>DATE BY</p>

EXHIBIT A-1 TO ECR
Building Area Site Plan

EXHIBIT B TO ECR
Legal Description of the Wal-Mart Tract



SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: HOLLYWOOD PLAZA (WAL-MART PARCEL)
A PORTION OF PARCEL "B", "HOLLYWOOD PLAZA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13; THENCE SOUTH 02°30'21" EAST ON THE WEST LINE OF SAID SOUTHEAST 1/4 FOR 629.25 FEET; THENCE NORTH 87°29'17" EAST 114.75 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ULTIMATE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 (U.S. HIGHWAY NO. 441) SOUTH 60TH AVENUE; THENCE NORTH 87°29'17" EAST 366.25 FEET; THENCE SOUTH 02°30'21" EAST 23.06 FEET; THENCE NORTH 87°22'26" EAST 241.62 FEET; THENCE NORTH 02°37'24" WEST 156.50 FEET; THENCE NORTH 87°22'33" EAST 109.60 FEET; THENCE SOUTH 13°23'56" WEST 31.74 FEET; THENCE NORTH 87°22'33" EAST 509.67 FEET; THENCE SOUTH 02°35'38" EAST 865.45 FEET; THENCE SOUTH 89°07'00" WEST 667.32 FEET; THENCE NORTH 02°37'25" WEST 67.99 FEET; THENCE SOUTH 87°22'35" WEST 142.84 FEET TO A POINT OF CURVATURE; THENCE NORTH 02°37'25" ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 13°30'39" FOR AN ARC DISTANCE OF 27.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°51'56" WEST 49.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 13°40'02" FOR AN ARC DISTANCE OF 28.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°31'58" WEST 82.49 FEET; THENCE SOUTH 77°39'09" WEST 78.67 FEET; THENCE SOUTH 87°31'58" WEST 182.34 FEET TO THE INTERSECTION WITH THE ULTIMATE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 7 (U.S. HIGHWAY NO. 441) SOUTH 60TH AVENUE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE, NORTH 01°47'16" WEST 48.66; THENCE NORTH 87°22'36" EAST 197.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°37'24" WEST 247.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°22'36" WEST 196.29 FEET TO THE AFOREMENTIONED ULTIMATE RIGHT-OF-WAY LINE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSE AND DISTANCES: 1) NORTH 44°00'14" EAST 10.00 FEET; 2) NORTH 00°59'46" WEST 44.49 FEET; THENCE NORTH 87°22'36" EAST 187.76 FEET; TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°37'24" WEST 224.21 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°22'36" WEST 71.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.67 FEET, A CENTRAL ANGLE OF 38°31'32", FOR AN ARC DISTANCE OF 91.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.33 FEET, A CENTRAL ANGLE OF 38°24'51", FOR AN ARC DISTANCE OF 19.66 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°29'17" WEST 6.06 FEET TO THE AFOREMENTIONED ULTIMATE RIGHT-OF-WAY LINE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE NORTH 02°30'43" WEST 20.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 833,256 SQUARE FEET (19.1289 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE WEST LINE OF THE S.E. 1/4 OF SECTION 13 BEING S02°30'21"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: KIMLEY-HORN AND ASSOCIATES, INC.

SCALE: N/A

ORDER NO.: 57067-B

DATE: 11-26-13

HOLLYWOOD PLAZA (WAL-MART PARCEL)

HOLLYWOOD, BROWARD COUNTY, FLORIDA

FOR: HOLLYWOOD PLAZA

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

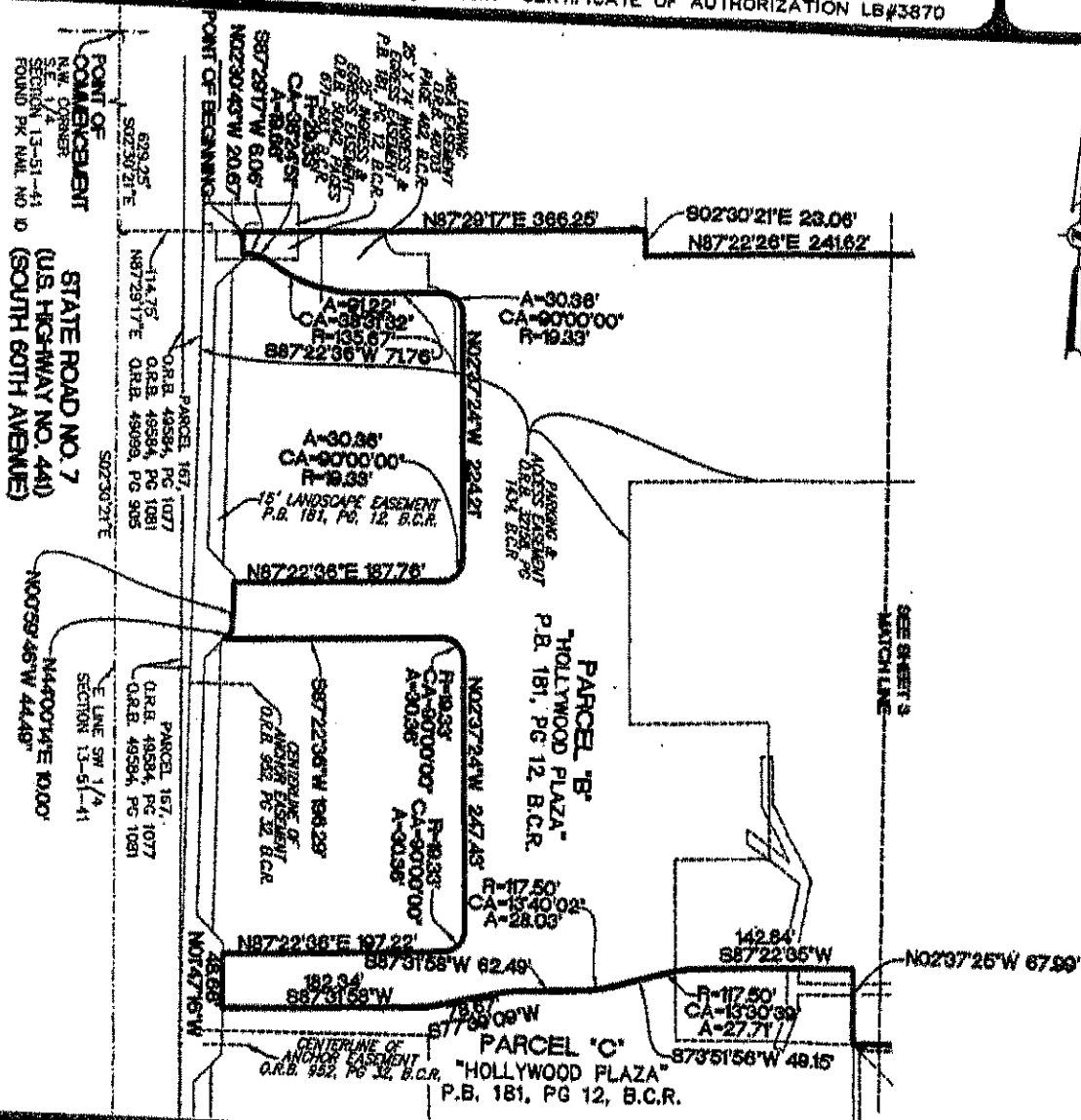
- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS8136



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5351 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: KIMLEY-HORN AND ASSOCIATES, INC.

SCALE: 1"=150'

ORDER NO.: 57067-B

DATE: 11-26-13

HOLLYWOOD PLAZA (WAL-MART PARCEL)

HOLLYWOOD, BROWARD COUNTY, FLORIDA

FOR: HOLLYWOOD PLAZA

SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:



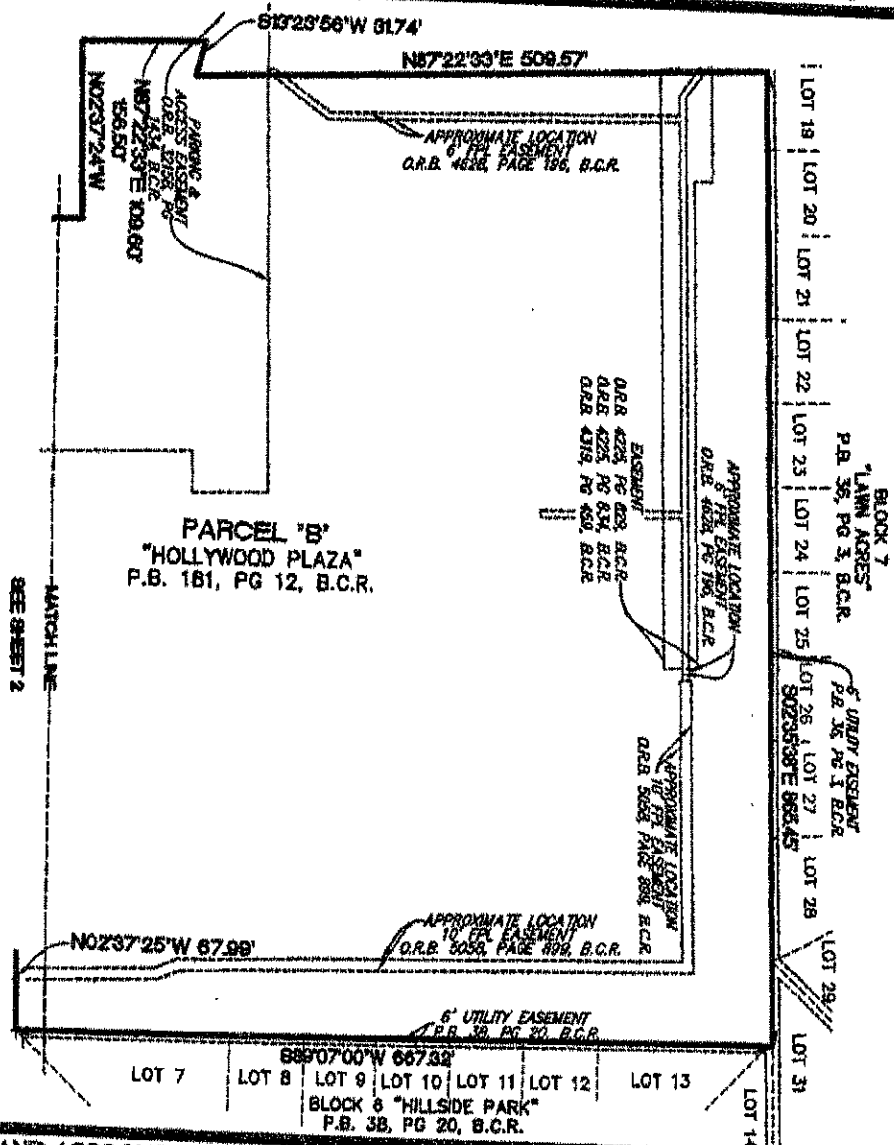
CENTERLINE

O.R.B.

OFFICIAL RECORDS BOOK



TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pullicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



SCALE: 1"=150'

ORDER NO: 57067-B

DATE: 11-26-13

HOLLYWOOD PLAZA (WAL-MART PARCEL)

HOLLYWOOD, BROWARD COUNTY, FLORIDA

FOR: HOLLYWOOD PLAZA

SHEET 3 OF 3

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

Q CENTERLINE
O.R.B. OFFICIAL RECORDS BOOK

EXHIBIT C TO ECR
Joint Legal Description of the Developer Tract and Outparcels



SKETCH AND LEGAL DESCRIPTION
BY

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SUNRISE, FLORIDA 33351

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LEGAL DESCRIPTION: HOLLYWOOD PLAZA (LESS WAL-MART PARCEL)
ALL OF PARCELS "A", "B" AND "C", "HOLLYWOOD PLAZA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13; THENCE SOUTH 02°30'21" EAST ON THE WEST LINE OF SAID SOUTHEAST 1/4 FOR 629.25 FEET; THENCE NORTH 87°29'17" EAST 114.76 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ULTIMATE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 (U.S. HIGHWAY NO. 441) SOUTH 60TH AVENUE; THENCE NORTH 87°29'17" EAST 366.25 FEET; THENCE SOUTH 02°30'21" EAST 23.06 FEET; THENCE NORTH 87°22'26" EAST 241.62 FEET; THENCE NORTH 02°37'24" WEST 156.50 FEET; THENCE NORTH 87°22'33" EAST 109.60 FEET; THENCE SOUTH 13°23'56" WEST 31.74 FEET; THENCE NORTH 87°22'33" EAST 509.57 FEET; THENCE SOUTH 02°36'38" EAST 865.45 FEET; THENCE SOUTH 89°07'00" WEST 667.32 FEET; THENCE NORTH 02°37'25" WEST 67.99 FEET; THENCE SOUTH 87°22'35" WEST 142.84 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 13°30'39" FOR AN ARC DISTANCE OF 27.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°51'56" WEST 49.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 13°40'02" FOR AN ARC DISTANCE OF 28.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°31'58" WEST 62.49 FEET; THENCE SOUTH 77°39'09" WEST 78.67 FEET; THENCE SOUTH 87°31'58" WEST 182.34 FEET TO THE INTERSECTION WITH THE ULTIMATE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 7 (U.S. HIGHWAY NO. 441) SOUTH 60TH AVENUE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE, NORTH 01°47'16" WEST 48.66; THENCE CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°37'24" WEST 247.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°22'36" WEST 196.29 FEET TO THE AFOREMENTIONED ULTIMATE RIGHT-OF-WAY LINE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSE AND DISTANCES; 1) NORTH 44°00'14" EAST 10.00 FEET; 2) NORTH 00°59'46" WEST 44.49 FEET; THENCE NORTH 87°22'36" EAST 187.76 FEET; TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°37'24" WEST 224.21 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°22'36" WEST 71.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.67 FEET, A CENTRAL ANGLE OF 38°31'32", FOR AN ARC DISTANCE OF 91.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.33 FEET, A CENTRAL ANGLE OF 38°24'51", FOR AN ARC DISTANCE OF 19.66 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°29'17" WEST 6.06 FEET TO THE AFOREMENTIONED ULTIMATE RIGHT-OF-WAY LINE; THENCE ON SAID ULTIMATE RIGHT-OF-WAY LINE NORTH 02°30'43" WEST 20.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 882,764 SQUARE FEET (20.2655 ACRES), MORE OR LESS.

NOTES:

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- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: KIMLEY-HORN AND ASSOCIATES, INC.

SCALE: N/A

ORDER NO.: 57067

DATE: 11-26-13

HOLLYWOOD PLAZA (LESS WAL-MART PARCEL)

HOLLYWOOD, BROWARD COUNTY, FLORIDA

FOR: HOLLYWOOD PLAZA

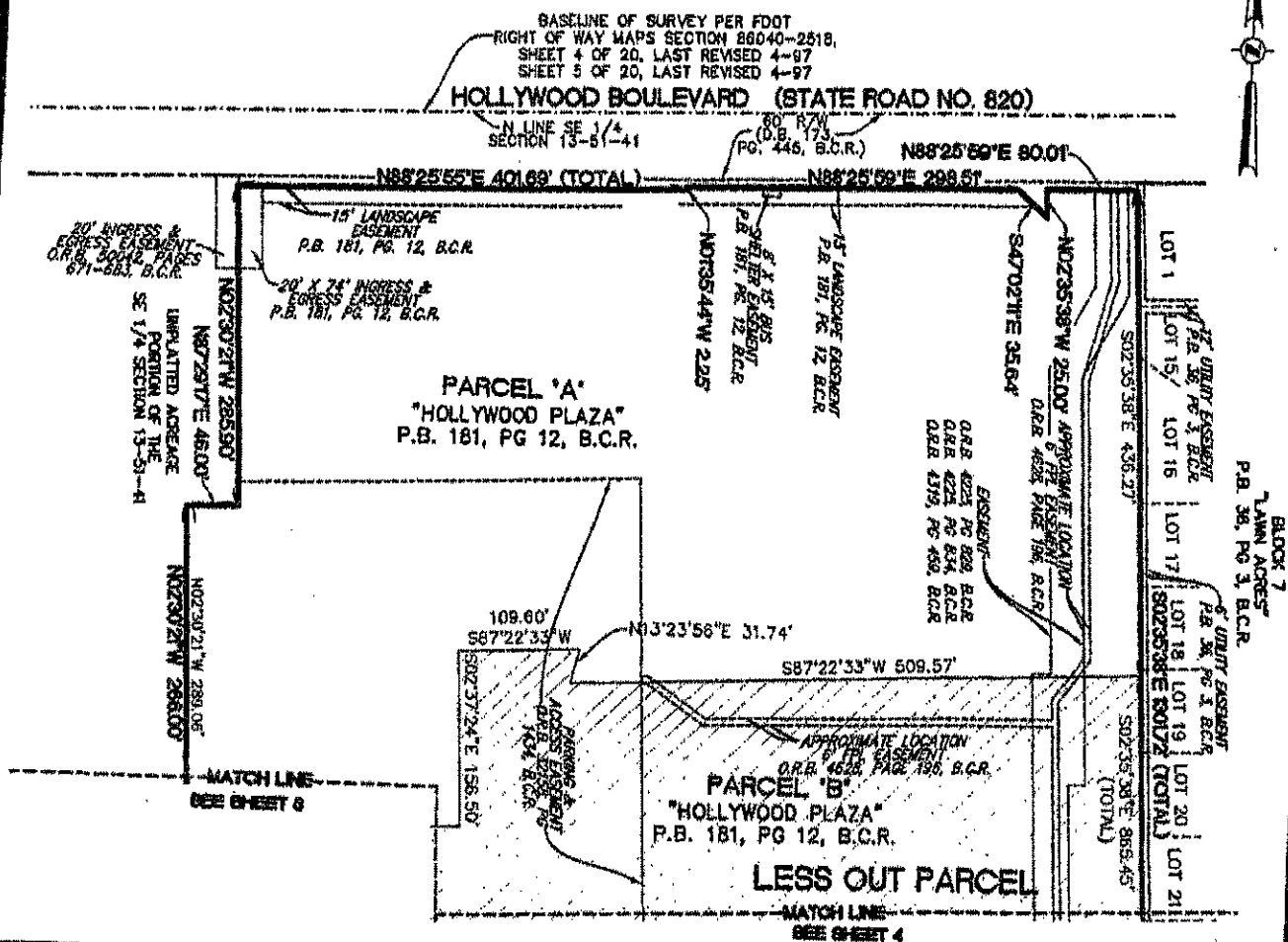
SHEET 1 OF 5

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136



TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@policeandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: KIMLEY-HORN AND ASSOCIATES, INC.
SCALE: 1"=150'
ORDER NO.: 57067
DATE: 11-26-13
HOLLYWOOD PLAZA (LESS WAL-MART PARCEL)
HOLLYWOOD, BROWARD COUNTY, FLORIDA
FOR: HOLLYWOOD PLAZA

SHEET 2 OF 5

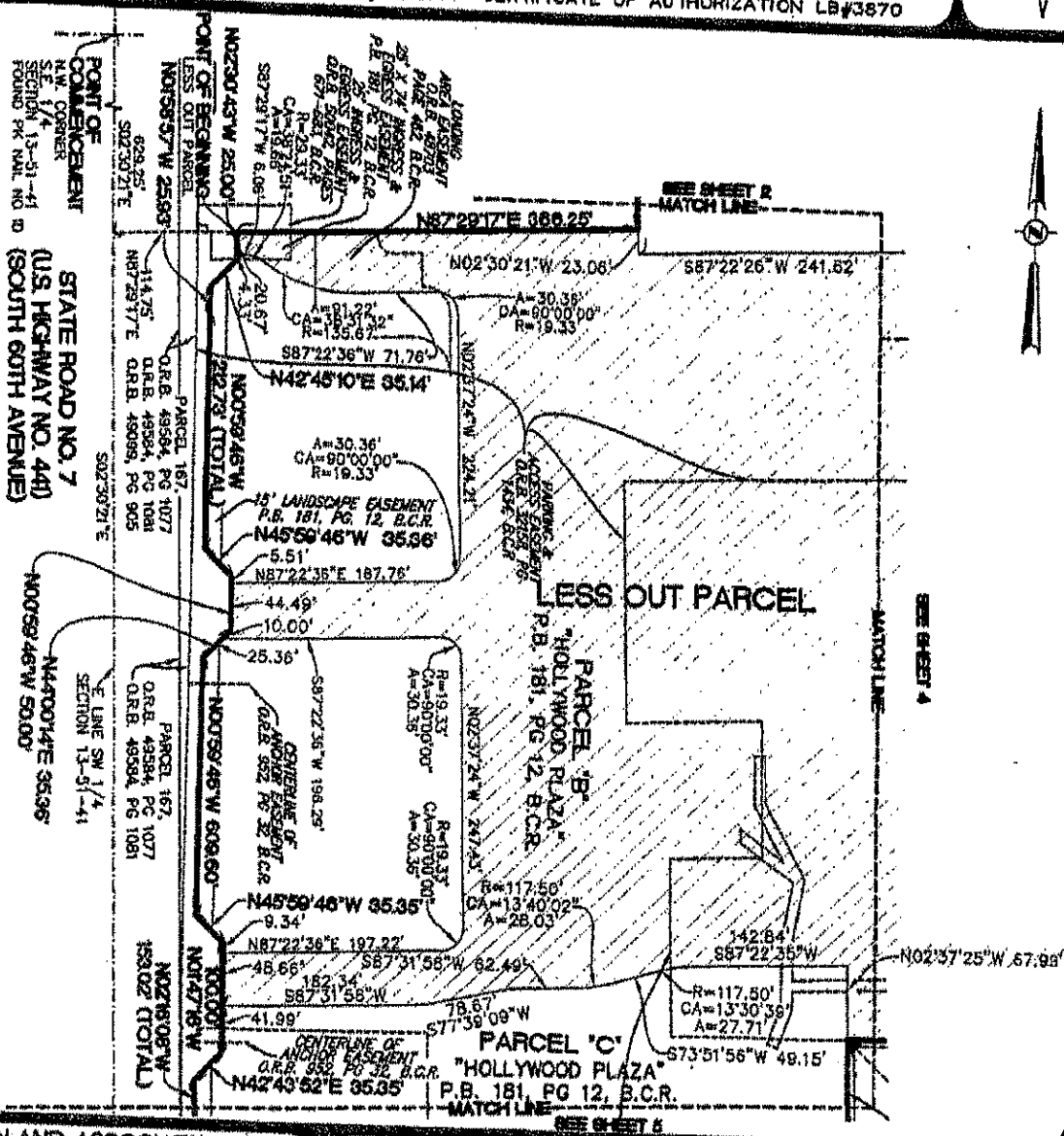
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LEGEND:

Q CENTERLINE
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SCALE: 1"=150'
ORDER NO.: 57067
DATE: 11-26-13
HOLLYWOOD PLAZA (LESS WAL-MART PARCEL)
HOLLYWOOD, BROWARD COUNTY, FLORIDA
FOR: HOLLYWOOD PLAZA

SHEET 3 OF 5 THIS DOCUMENT IS NEITHER FULL NOR
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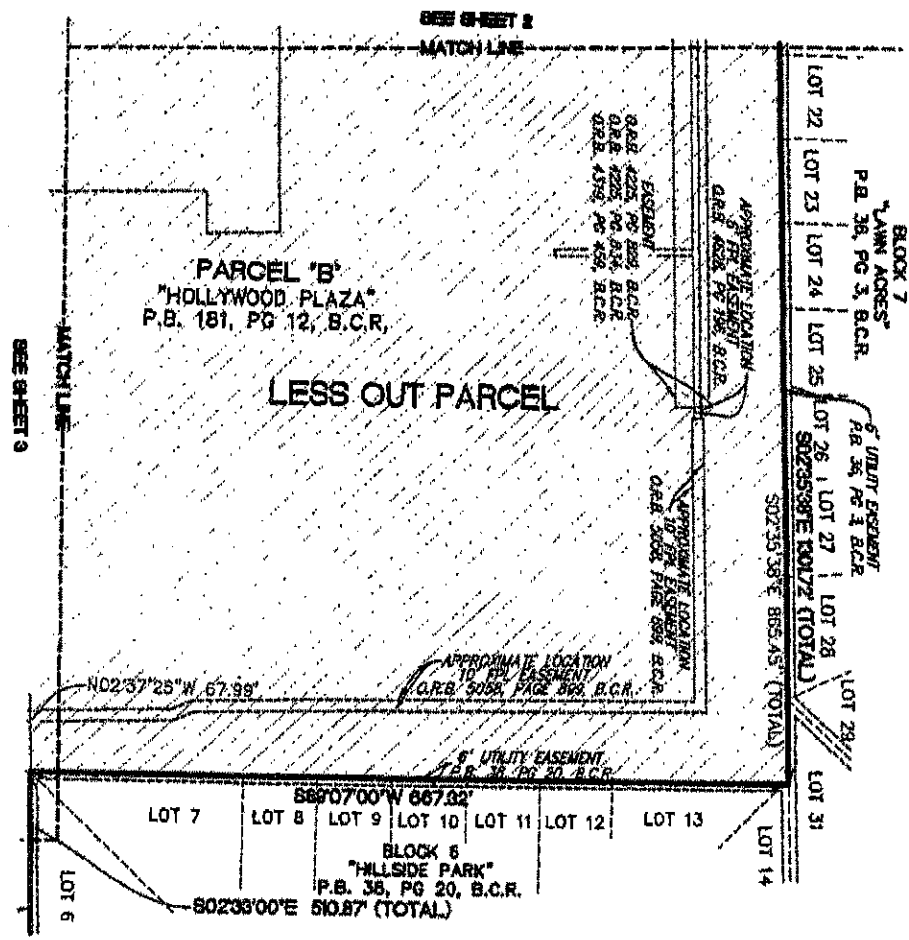
Ⓔ	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

6381 NOB HILL ROAD
SUNRISE, FLORIDA 33361

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: KIMLEY-HORN AND ASSOCIATES, INC.

SCALE: 1"=150'

ORDER NO.: 57067

DATE: 11-26-13

HOLLYWOOD PLAZA (LESS WAL-MART PARCEL)

HOLLYWOOD, BROWARD COUNTY, FLORIDA

FOR: HOLLYWOOD PLAZA

SHEET 4 OF 5

THIS DOCUMENT IS NEITHER FULL NOR
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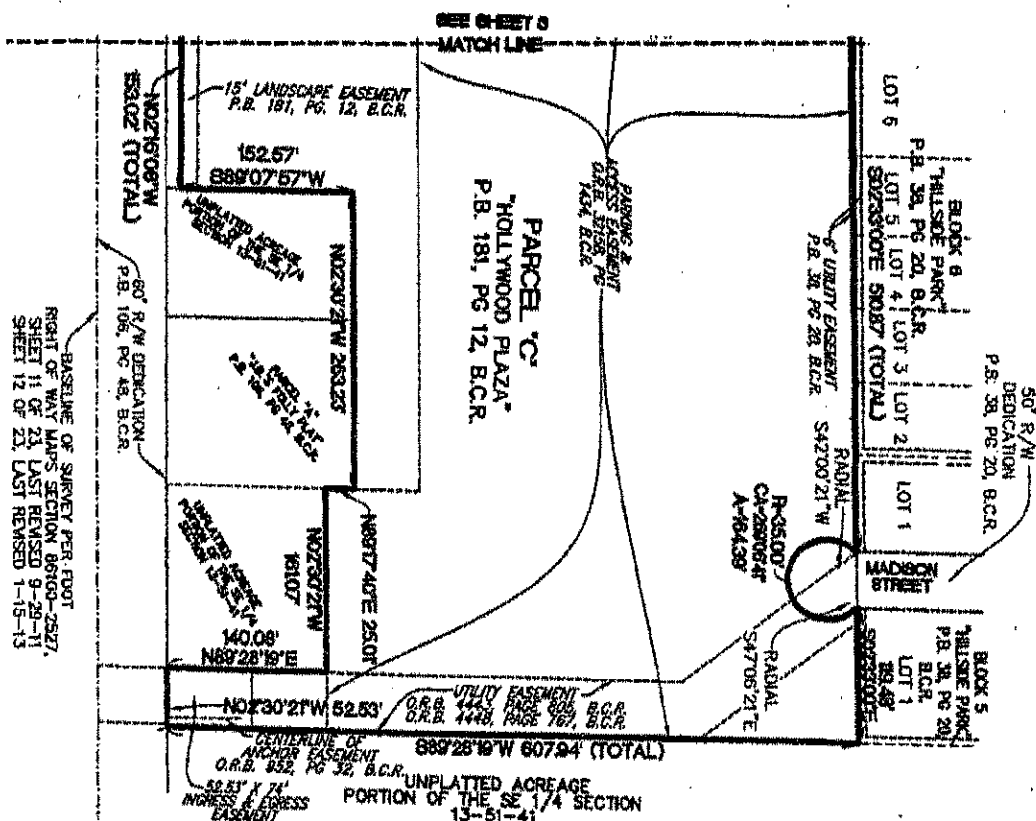
- ⊙ CENTERLINE
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FOR: HOLLYWOOD PLAZA

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

O.R.B. OFFICIAL RECORDS BOOK

1	NAME	JOHN, JAMES
2	DATE OF BIRTH	1918-01-01
3	PLACE OF BIRTH	NEW YORK, N.Y.
4	EDUCATION	HIGH SCHOOL
5	RELIGION	CATHOLIC
6	PROFESSION	LABORER
7	INDUSTRY	STEEL
8	EMPLOYER	AMERICAN STEEL CORP.
9	ADDRESS	1234 5TH AVE, NEW YORK, N.Y.
10	CITY	NEW YORK, N.Y.
11	STATE	N.Y.
12	COUNTRY	U.S.A.
13	DATE OF ENTRY	1945-01-01
14	REASON FOR ENTRY	EMPLOYMENT
15	STATUS	EMPLOYEE
16	CLASS OF ENTRY	SKILLED
17	DATE OF EXPIRATION	1946-01-01
18	REMARKS	ALL INFORMATION FURNISHED IS TRUE AND CORRECT.
19	SIGNATURE	JOHN, JAMES
20	DATE	1945-01-01
21	PLACE	NEW YORK, N.Y.
22	OFFICIAL	JOHN, JAMES
23	DATE	1945-01-01
24	PLACE	NEW YORK, N.Y.
25	OFFICIAL	JOHN, JAMES
26	DATE	1945-01-01
27	PLACE	NEW YORK, N.Y.
28	OFFICIAL	JOHN, JAMES
29	DATE	1945-01-01
30	PLACE	NEW YORK, N.Y.
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32	DATE	1945-01-01
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35	DATE	1945-01-01
36	PLACE	NEW YORK, N.Y.
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94	OFFICIAL	JOHN, JAMES
95	DATE	1945-01-01
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98	DATE	1945-01-01
99	PLACE	NEW YORK, N.Y.
100	OFFICIAL	JOHN, JAMES

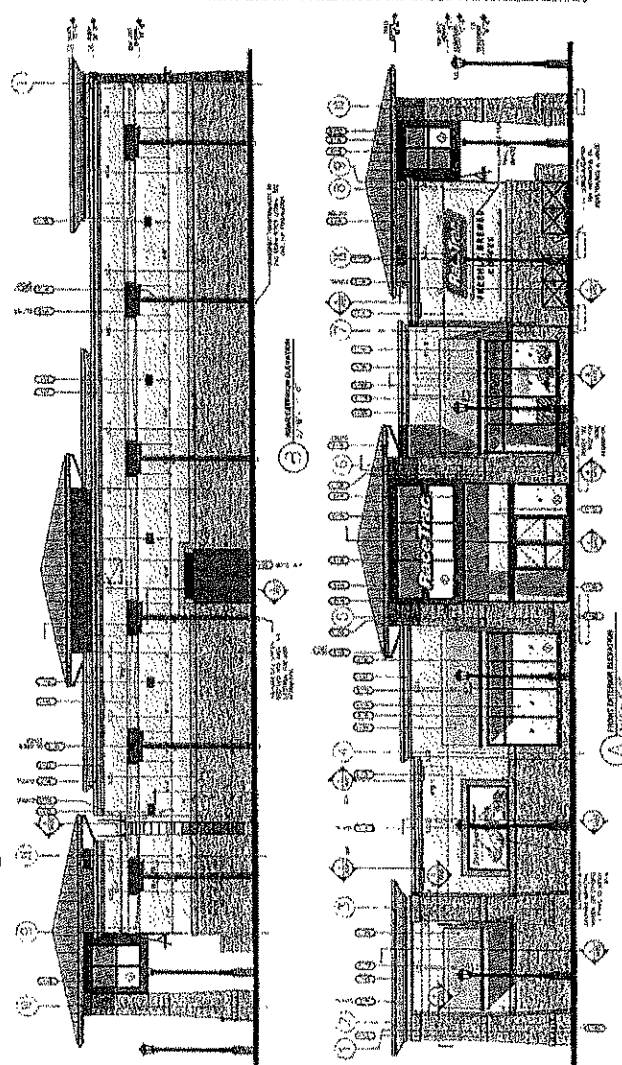
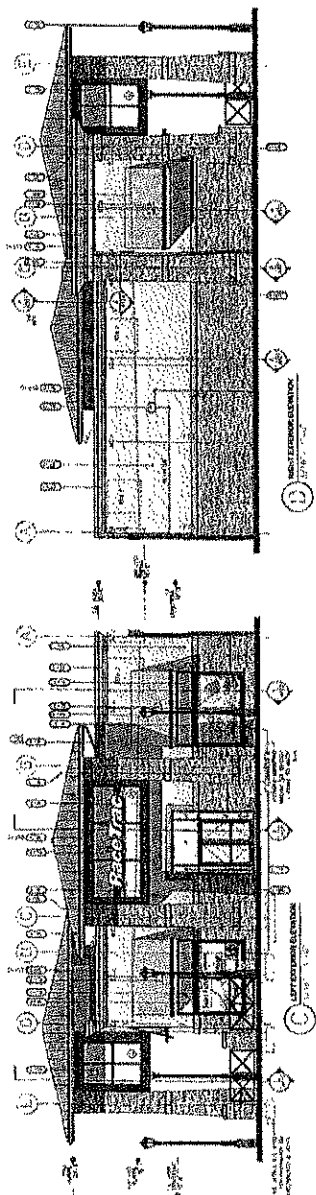
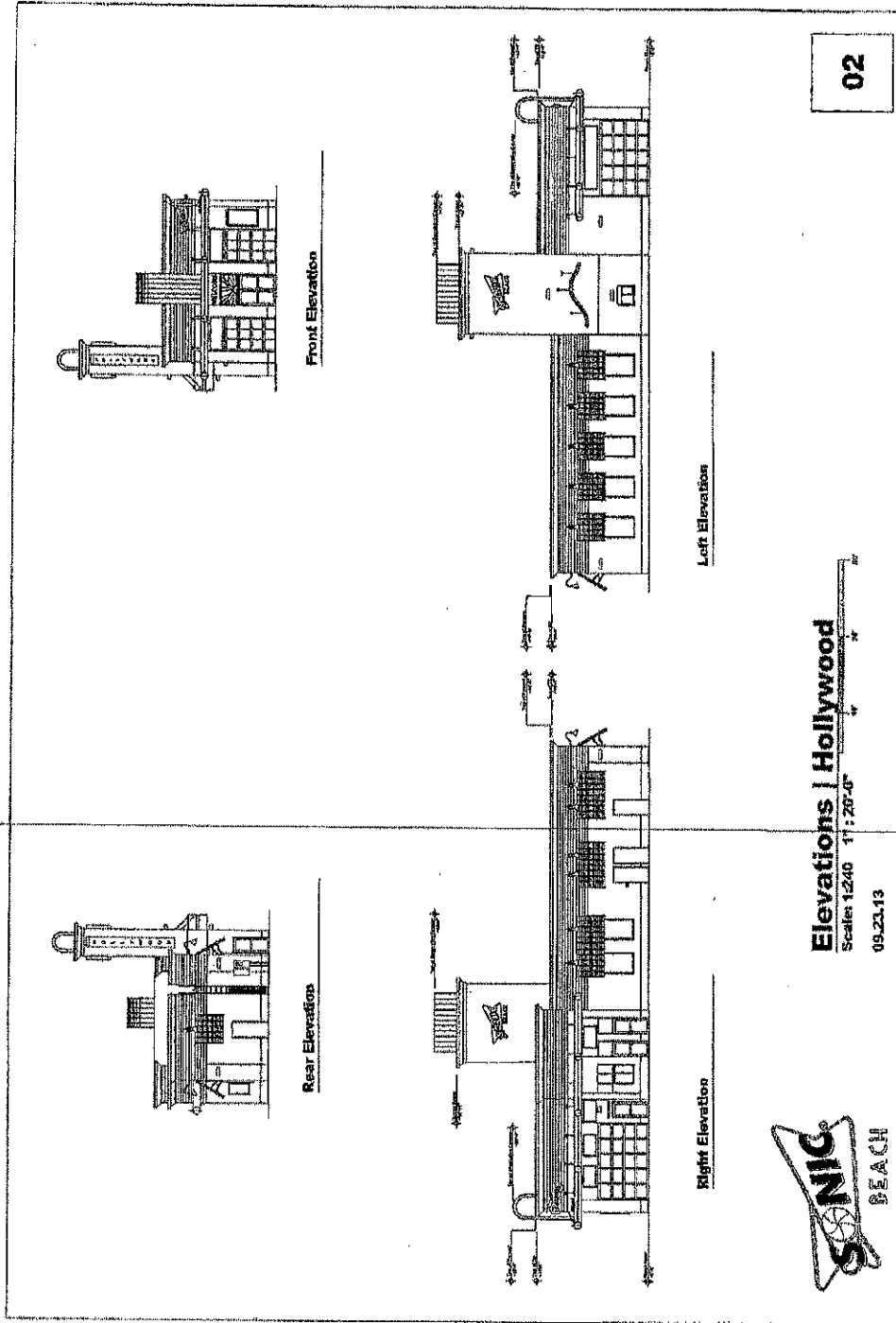


EXHIBIT E TO ECR Sonic Elevations



Sewer Demand Calculations

Prepared by: Kinan Husainy

Proposed Use	Area (s.f.)	Conversion (gpd/s.f.)	Total Flow (gpd)
TD Bank	2,967	0.1	297
Pollo Tropical	73 seats	50 gpd/seat	3,650
Taco Bell	54 seats	50 gpd/seat	2,700
Walmart	182,322	0.1	18,232
Local Shops	5,600	0.1	560
RaceTrac	5,707	0.1	571
Future Development 1	20,000	0.1	2,000
Future Development 2	35,000	0.1	3,500
Future Fast Food Restaurant 1	60 seats	50 gpd/seat	3,000
Future Fast Food Restaurant 2	60 seats	50 gpd/seat	3,000
Existing Gordon Food Stores	150,000	0.1	15,000
Total			52,510

Existing Use	Area (s.f.)	Conversion (gpd/s.f.)	Total Flow (gpd)
Existing Retail	905,919	0.1	90,592
Total			90,592



DRAINAGE STATEMENT

August 11, 2016

SUBJECT:

5810-5860 Hollywood Blvd.
Hollywood, FL 33317
Broward County, Florida
KHA File No. 147506002

INTRODUCTION:

Our Client, respectfully request a letter modification to the current Surface Water Management License (SWM 2014-035-0). This drainage statement is intended to provide a summary of the proposed changes related to the Future Development 4 of exhibit 13 in permit SWM 2014-035-0. The proposed development consist of retail shops in parcel "B".

EXISTING CONDITIONS:

The 1.40 acre site was previously developed as a Mall but recently has been demolished and is currently under construction. The site was included in the design of the overall development as Future Development 3 and was given design criteria based on the master plan.

PROPOSED DESIGN:

The proposed design consist of a local retail building, parking lot, landscaping and exfiltration trench. A table of the design criteria from exhibit 13 in permit SWM 2014-035-0 and proposed improvements is shown below. The proposed design conforms to the conditions of the master stormwater plan. See conditions below.

Future Development 4	Required	Provided
Impervious area	Max 50% or 0.33 ac	49.72 % or 0.33 ac
Pervious area	Min. 15% or 0.10 ac	34.27% or 0.22 ac
Building area	Max. 35% or 0.23 ac	16.00% or 0.10 ac
Exfiltration Trench	100	100
F.F.E.	11.0	11.0

KIMLEY-HORN AND ASSOCIATES, INC.

Greg D. Wilfong , P.E.
Florida Registration No. 61366



March 11, 2016

Eric Busenbarrick
Fire Chief
2741 Stirling Road
Hollywood, FL 33312

RE: Hollywood, FL - Walmart SuperCenter #3163 – Site Fire Hydrant Flow
State Route 7 and Hollywood Boulevard
HEI No. 1591693163

Dear Mr. Busenbarrick:

Henderson Engineers, Inc. conducted recent fire hydrant flow testing on the subject site. The required fire hydrant supply to the site Per NFPA 1 is 2000 gpm @ 20 psig. The site has a 12 in. fire hydrant loop that connects to both the 12 in. main in Hollywood Boulevard and the 8 in. main in S.R. 7.

A fire hydrant flow test was conducted on site on February 23, 2016. Flow for the test was made utilizing the hydrant located at the southeast corner of building. Static and residual pressures were taken at the hydrant located at the southwest corner of building. Two 2.5" hydrants butts were flowed. A pitot reading of 18 psi was received on each hydrant butt for a flow of 710 gpm on each hydrant butt. The flow test resulted in a total flow of 1420 gpm at a residual pressure 58 psig. The static pressure was 64 psig. Per this test, the available flow at 20 psi is 4164 gpm.

The flow test was adjusted for drought conditions per Broward County Ordinance. This results in a static pressure of 50 psig and a residual pressure of 44 psig at the flow rate of 1420 gpm. Per this test, the available flow at 20 psi is 3386 gpm. This exceeds the NFPA 1 minimum fire hydrant flow requirement of 2000 gpm at 20 psig.

We are aware that three fire hydrants were reportedly difficult to close and that the hydrant spacing is reduced while the hydrants are repaired. The four hydrants that are functional will provide the required fire flow rate.

Please contact me if you have any questions.

Sincerely,
Henderson Engineers, Inc.

Christopher J. Culp, F.P.E.
Vice President



5915465



Commonwealth Land Title Insurance Company
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
Attn: Customer Service
Phone: 954-217-1744
Fax: 954-217-8796
Email: SoFlaCustomerService@fnf.com

Date: 9/13/2016
Invoice No: 5915465
Unit #: 02600.173959
Customer Ref #: 61261-
Hollywood Plaza Bank

TO: Dunay, Miskel and Backman, LLP
Linda DeVito
14 S.E. Fourth Street, Suite 36
Boca Raton, FL 33432

RE: Buyer:
Property: S State Road 7,
Hollywood, FL
County/Parcel: 5141 13 37 0021
Seller: Palm Beach 2000, Inc.
Notes:

Date	Code	Product Description	Liability	Charge Amount
9/13/2016	5500	Update	\$0.00	\$125.00
Invoice Total:				\$125.00

Remittance Advice

Please send along with remittance to:

Commonwealth Land Title Insurance Company
3801 PGA Blvd.
Suite 605
Palm Beach Gardens, FL 33410
Attn: Accounting Department

Date: 9/13/2016
Invoice No: 5915465
Unit #: 02600.173959
Contact: Dunay, Miskel and Backman,
LLP

Check # _____
Amount Enclosed _____

COMMONWEALTH LAND TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

CERTIFICATE OF SEARCH OWNERSHIP & ENCUMBRANCE

File Number: 5915465 Update Reference: The Place at Hollywood Phase 5

Provided for: **Dunay, Miskel and Backman, LLP**
Attention: Linda DeVito
14 S.E. Fourth Street
Suite 36
Boca Raton, Florida 33432

COMMONWEALTH LANDTITLE INSURANCE COMPANY, does hereby certify that a search of the Public Records of Broward County, Florida from July 24, 2016 at 6:00 a.m. to September 7, 2016 at 6:00 a.m. on the land described:

A PORTION OF PARCEL "B" OF "HOLLYWOOD PLAZA" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 181, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE ON THE WESTERLY BOUNDARY OF SAID PARCEL "B", ALSO BEING THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 7 (U.S. HIGHWAY NO. 441) THE FOLLOWING 4 COURSES AND DISTANCES: 1) NORTH 01°47'16" WEST 48.66 FEET TO THE POINT OF BEGINNING; 2) CONTINUE NORTH 01°47'16" WEST 9.34 FEET; 3) NORTH 45°59'46" WEST 35.35 FEET; 4) NORTH 00°59'46" WEST 84.82 FEET; THENCE NORTH 87°22'36" EAST 238.28 FEET; THENCE SOUTH 02°37'24" EAST 100.49 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 30.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°22'36" WEST 197.22 TO THE POINT OF BEGINNING,

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, AND CONTAINING 28,120 SQUARE FEET, 0.6456 ACRES.

Parcel No. 5141 13 37 0021

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

Special Warranty Deed filed January 19, 2010, recorded in Official Records Book 46807, Page 270, from Hollywood Fashion Mall, Inc., Florida corporation, to Palm Beach 2000, Inc., a Florida corporation as to an undivided 80% interest, and Vestmaz, Inc., a Florida corporation as to an undivided 20% interest.

Corrective Special Warranty Deed filed August 9, 2012, recorded in Official Records Book 48985, Page 1393, from Hollywood Fashion Mall, Inc., a dissolved Florida corporation, to Palm Beach 2000, Inc., a Florida corporation as to an undivided 80% interest, and Vestmaz, Inc., a Florida corporation as to an undivided 20% interest.

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

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. NOTICE OF COMMENCEMENT	December 29, 2015	#113428163
THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS COVERING CAPTION PROPERTY		
2. PLAT	October 30, 2013	PB 181/12
3. EASEMENT	June 18, 1957	952/32
4. EASEMENT	June 18, 1957	952/33
5. WARRANTY DEED	June 4, 1970	4225/829
6. ORDINANCE NO. 0-71-29	March 11, 1971	4443/805
7. EASEMENT	October 4, 1971	4628/196
8. ELECTRIC EASEMENT	November 15, 1972	5058/899
9. MUTUAL ACCESS EASEMENT	September 26, 2001	32158/1423
10. GRANT OF EASEMENT	September 26, 2001	32158/1430
11. GRANT OF EASEMENT	September 26, 2001	32158/1434
12. MEMORANDUM OF LEASE	May 2, 2003	35077/850
13. AMENDED AND RESTATED MEMORANDUM OF LEASE	March 31, 2005	39344/1377
14. MEMORANDUM OF OPTIONEE'S EXERCISE OF PURCHASE OPTION	April 27, 2005	39521/200
15. SUBORDINATION OF CITY UTILITY INTERESTS	November 9, 2010	47513/1054
16. DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS	April 27, 2012	48703/462

17. MEMORANDUM OF LEASE	July 2, 2012	48875/1349
18. MEMORANDUM OF LEASE	December 14, 2012	49331/207
19. SPECIAL WARRANTY DEED	March 11, 2013	49584/1077
20. QUITCLAIM DEED	March 11, 2013	49584/1081
21. AMENDED AND RESTATED MEMORANDUM OF LEASE	June 11, 2014	50846/1617
22. SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPROVEMENTS	October 30, 2013	50295/1021
23. RESOLUTION NO. 12-DPV-93	March 5, 2014	50597/1160
24. TREE MITIGATION AGREEMENT FOR "THE PLACE OF HOLLYWOOD"	March 5, 2014	50597/1180
25. SEWER USE AGREEMENT	April 10, 2014	50688/396
26. EASEMENT	May 13, 2014	50773/1865
27. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)	August 22, 2014	51033/1417
28. AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT	January 14, 2016	#113456377
29. AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND	March 30, 2016	#113598569
30. EASEMENT	April 25, 2016	#113650914
31. EASEMENT	April 25, 2016	#113650915
32. UTILITY EASEMENT	July 11, 2016	#113801926
33. UTILITY EASEMENT	July 11, 2016	#113801927
34. BILL OF SALE ABSOLUTE	July 11, 2016	#113801928
35. BILL OF SALE ABSOLUTE	July 11, 2016	#113801929

Name Search on the Fee Simple Title Owner Only:

PALM BEACH 2000, INC.

VESTMAZ, INC.

and found the following:

NOTHING FOUND

CERTIFICATE OF SEARCH
FILE NUMBER: 5915465 Update

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

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

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

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

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

THERE IS EXCEPTED FROM THIS CERTIFICATE

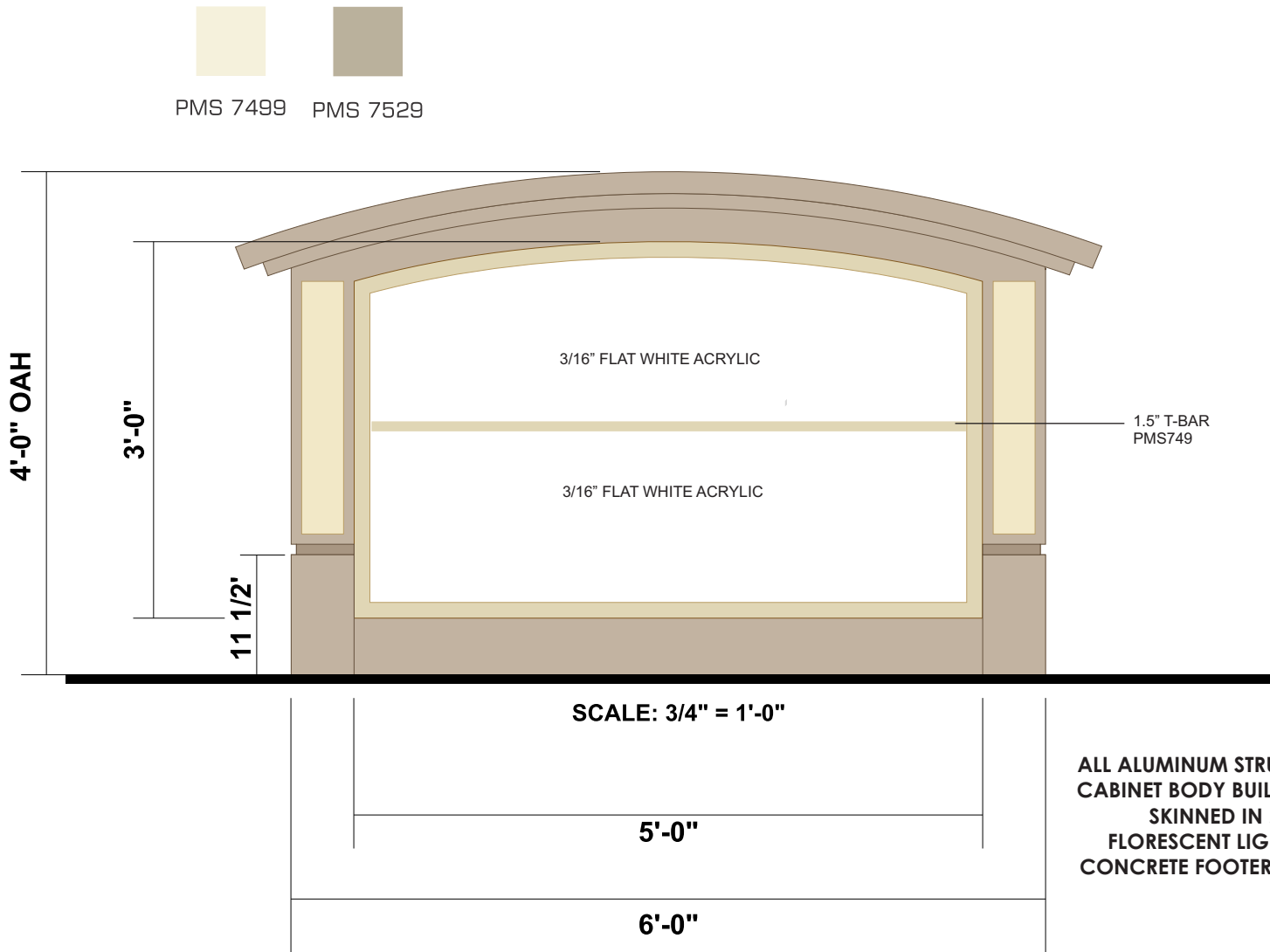
- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time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

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 13th day of September, 2016.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By Carol Little

Acceptance of this report shall evidence agreement with Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents thereof is limited to the sum of One thousand dollars (\$1,000.00) as set forth by Florida Statute 627.7843.



PROJECT NAME: THE PLACE AT HOLLYWOOD 46

DATE: 9/9/16

DESCRIPTION:

FABRICATE AND INSTALL ONE DOUBLE FACED ILLUMINATED MONUMENT SIGN AS PER DRAWING.

I have carefully reviewed and hereby accept the drawing(s) as shown. All additional changes must be in writing and approved by both parties.

signature

date

This drawing is for illustration purposes only. Colors and scaling in drawing may vary.



1101 29th Avenue West
Bradenton, FL 34205

Phone: 941.747.1000 Fax: 941-746.5689