PLANNING DIVISION



File No. (internal use only):_

GENERAL APPLICATION

2600 Hollywood Boulevard Room 315 Hollywood, FL 33022

aut

| | APPLICATION TYPE (CHECK ONE): |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF | Technical Advisory Committee |
| I I≋IIYWOOO | ☐ City Commission ☐ Planning and Development Board |
| FLORIDA | Date of Application: |
| Tel: (954) 921-3471 | Location Address: 5300 S. STATE ROAD 7 |
| Fax: (954) 921-3347 | Lot(s):Block(s):Subdivision: |
| | Folio Number(s): <u>5041 36 13 0010</u> |
| | Zoning Classification: $N - MU$ Land Use Classification: TOC |
| This application must be | Zoning Classification: N - MU Land Use Classification: Toc. Existing Property Use: COMMERCIAL Sq Ft/Number of Units: N/A |
| completed in full and submitted with all documents | Is the request the result of a violation notice? () Yes () No If yes, attach a copy of violation. |
| to be placed on a Board or | Has this property been presented to the City before? If yes, check al that apply and provide File |
| Committee's agenda. | Number(s) and Resolution(s): PA CO |
| | Economic Roundtable Technical Advisory Committee Historic Preservation Board |
| The applicant is responsible for obtaining the appropriate | City Commission |
| checklist for each type of | Explanation of Request: SITE PLAN REVIEW FOR A 16 STORY |
| application. | MIXED USE BUILDING. |
| Applicant/a) as thair | |
| Applicant(s) or their authorized legal agent must be | Number of units/rooms: 200 HoTEL/64 CONDO Sq Ft: 350 %F / 1350 %F Value of Improvement: |
| present at all Board or Committee meetings. | Value of Improvement: Estimated Date of Completion: DEC. 2022 |
| | Will Project be Phased? () Yes (No If Phased, Estimated Completion of Each Phase |
| At least one set of the | |
| submitted plans for each application must be signed | Name of Current Property Owner: DANIEL JARAMILLO |
| and sealed (i.e. Architect or | Address of Property Owner: 5350 SW 21 GT PLANTATION FL 33317 |
| Engineer). | Telephone: Fax: Email Address: |
| Documents and forms can be | Name of Consultant/Representative/Tenant (circle one): JOSEPH KALLER |
| accessed on the City's website | Address: 2417 HOUTWOOD BLVD Telephone: 954 920 5744 |
| at | Fax: 9549262841 Email Address: Osepha Faller avaluterts . com |
| http://www.hollywoodfl.org/Do cumentCenter/Home/View/21 | Date of Purchase: Is there an option to purchase the Property? Yes () No () |
| | If Yes, Attach Copy of the Contract. |
| 8-0 | List Anyone Else Who Should Receive Notice of the Hearing: ROD FEINER |
| RAMA | Address: 1404 S. ANDREWS AVE PORT LANDERDALE FL 33316 Email Address: Vaterian @ coker- |
| | PORT LAUDERDALE FL 33316 Email Address: Vateiner @ coker - feiner · com |
| | YEAREN CON |



CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

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

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

| Signature of Current Owner: | Date: |
|-----------------------------------------|---------------------|
| PRINT NAME: Danel Jaramilloph | Date: <u>630-20</u> |
| Signature of Consultant/Representative: | Date: 6-30-20 |
| PRINT NAME: TOSEAT B. FALLER | Date: 6-30-20 |
| Signature of Tenant: | Date: |
| | 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 Dermit to my property, which is hereby made by me or I am hereby authorizing Feiner to be my legal representative before the (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me 30 day of JUNE this

Notary Public

Signature of Current Owner

Print Name

KAMI

State of Florida My Commission Expires:

202 2 (Check One) V Personally known to me; OR ____ Produced Identification

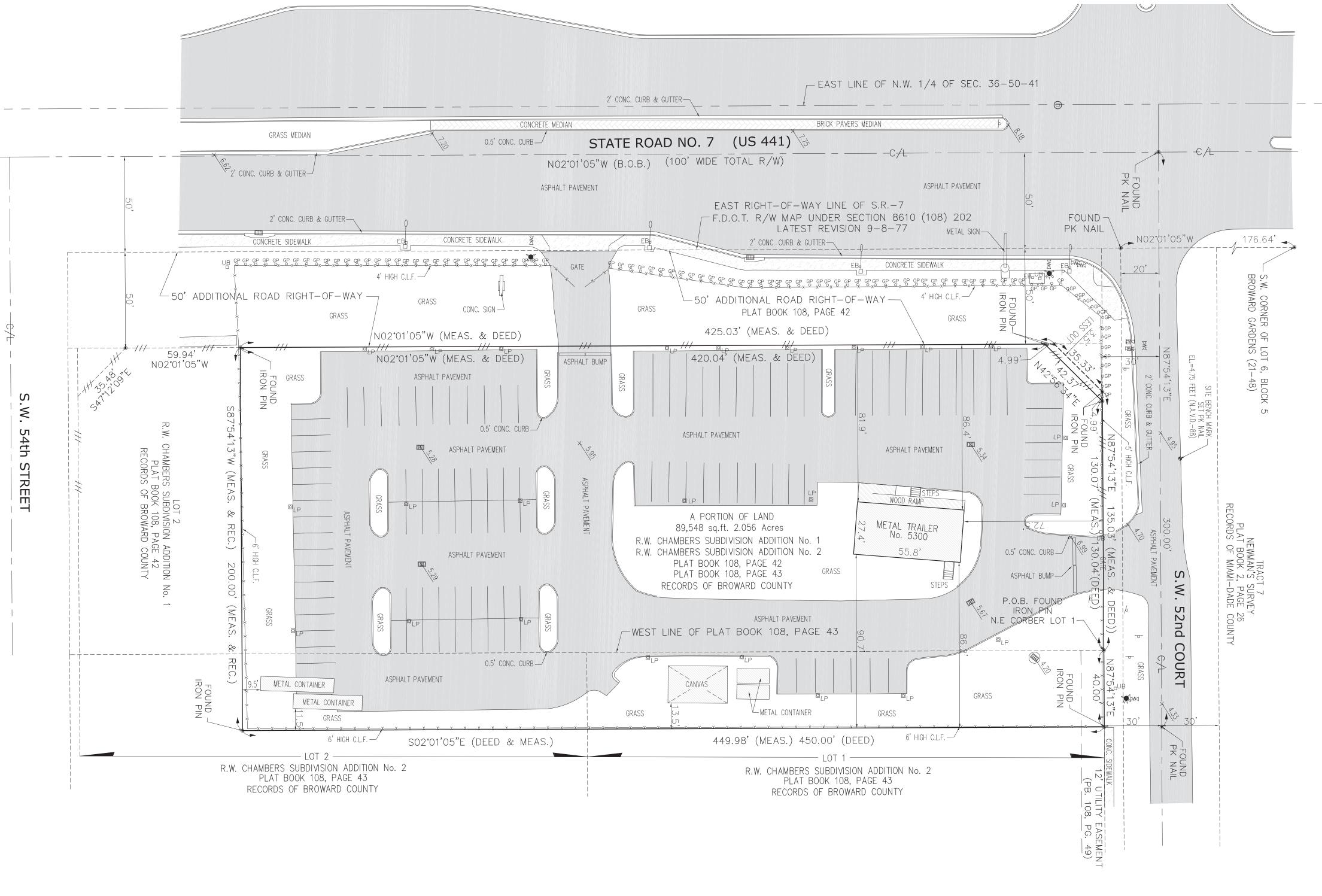


2



LEGEND & ABBREVIATIONS:

| | | CLEANOUT | - | MAIL BOX NEWS PAPERS AND MAGAZINE STAND | 1.33 | , SPOT ELEVATION | <u> </u> | - CHAIN LINK FENCE | F.F.E. | FINISH FLOOR ELEVATION |
|-----|----------|----------------------------------------------------|-----------------|--------------------------------------------|----------------|-------------------------------------------------|------------|----------------------------------|--------|-----------------------------------------------------------|
| | CPP 🗆 | CONCRETE POWER POLE | NS 🗌 – SG | | × WPP O | WOOD POLE WITH TRANSFORMER | | WOOD FENCE | GV | FOUND NAIL GAS VALVE |
| | GP。 © | guard rail grease trap | S | SANITARY SEWER MANHOLE | \leftarrow | GUY WIRE | BLDG. | AIR CONDITIONING PAD BUILDING | N | LENGTH NORTH |
| | D03 | GAS VALVE | 0 () | storm sewer Manhole telephone Manhole | O−−−□ TSB □ | STREET LIGHT TRAFFIC SIGNAL BOX | CLF CBS | | | NATIONAL GEODETIC VERTICAL DATU OVERHEAD ELECTRIC LINE |
| | ĿP | HANDICAP SIGN | 0 | UNKNOWN MANHOLE | | PUBLIC TELEPHONE BOOTH TRAFFIC CONTROL PANEL | | CALCULATED CATCH BASIN | , | on line official record book |
| | • | light pole Light bollard | • | LAWN SPOT LIGHT DETECTABLE SURFACING | PSPO | PEDESTRIAN SIGNAL POLE | | CHORD DISTANCE CENTER LINE | |) MEASURED POINT REFERENCE MONUMEN |
| | ц | ELECTRIC BOX ELECTRIC MANHOLE | S | SEWER VALVE | LPO | LIGHT POLE | | CONCRETE DELTA | |) RECORD RADIUS |
| | - | FIRE HYDRANT | ⊡UB ÞWA | | TB 🗖 | TELEPHONE BOX GAS METER | E | EAST | R/W | RIGHT-OF-WAY SOUTH |
| | 0 | ' IRRIGATION CONTROL VALVE METAL BUS STOP BENCH | W) WP | WATER METER WOOD POLE | РТВ 🗆 | PUBLIC TELEPHONE BOX | F.I.P. | ENCROACHMENT Found Iron Pipe | SEC. | SECTION TANGENT |
| | - | MONITORING WELL | W/F | | | CONCRETE POLE | F.I.R. | FOUND REBAR | | WEST |
| - 1 | | | | | | | | | | |





STCI, Inc. LB7799 PROFESSIONAL LAND SURVEYORS AND MAPPERS 12211 SW 129th CT. MIAMI FL 33186 tel: 305-378-1662 fax: 305-378-1662 www.3tci.com

SKETCH OF SURVEY 5300 SOUTH STATE ROAD 7 HOLLYWOOD, FL 333

IGTH RTH TIONAL GEODETIC VERTICAL DATUM ERHEAD ELECTRIC LINE LINE FICIAL RECORD BOOK ASURED NINT REFERENCE MONUMENT CORD DIUS GHT-OF-WAY



BOUNDARY SURVEY



LOCATION MAP NOT TO SCALE SECTION 36, TOWNSHIP 50 S., RANGE 41 E.

SURVEYOR'S NOTES

I- DATE OF COMPLETION:

07-26-2019

II- LEGAL DESCRIPTION AND ADDRESS:

5300 SOUTH STATE ROAD 7 HOLLYWOOD, FL 33314

A PORTION OF R.W. CHAMBERS SUBDIVISION ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 42 AND A PORTION OF R.W. CHAMBERS SUBDIVISION ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 43, BOTH PLAT S RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOV

BEGIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO.2; THENCE NORTH 87°54'13" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 40.00 FEET. THENCE SOUTH 02°01'05"EAST FOR 450.00 FEET. THENCE SOUTH 87°54'13"WEST TO THE WESTERLY LINE OF LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO. 1 FOR 200.00 FEET, THENCE NORTH 02°01'05" WEST ALONG SAID WESTERL LINE FOR 425.03 FEET, THENCE NORTH 42°56'34"EAST FOR 35.33 FEET, THENCE NORTH 87°54'13"EAST FOR 135.03 FEET TO THE POINT OF BEGINNING. THE LAST TWO MENTIONED COURSES BEIING COINCIDENT WITH THE NORTHERLY LINE OF SAID LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO.1 AND CONTAINING 2.059 ACRES MORE OR LESS. SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAY, RESTRICTION AND RESERVATION OF RECORD IF ANY.

LESS AND EXCEPT;

A PORTION OF LOT 1, R.W. CHAMBER'S SUBDIVISION ADDITION NO.1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 42, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRFIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 87°54'13"WEST FOR 130.04 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 42°56'34"WEST FOR 42.40 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 7; THENCE NORTH 2°01'05" WEST FOR 4.99 FEET, THENCE NORTH 42°56'34"EAST FOR 35.33 FEET TO THE NORTHERLY LINE OF SAID LOT 1, THENC NORTH 87°54'13"EAST FOR 4.99 FEET TO THE POINT OF BEGINNING AND CONTAINING .003 ACRES MORE OR LESS.

PARCEL NO. 504136130010

III-ACCURACY:

LINE.

THIS SURVEY WAS PREDICATED ON THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE IS "RESIDENTIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF CLOSED GEOMETRIC FIGURES WAS FOUND TO EXCEED THIS REQUIREMENT.

IV- SOURCES OF DATA:

NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN.

BEARINGS AS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF STATE ROAD 7, WITH AN ASSUMED BEARING OF N02°01'05"W, SAID LINE TO BE CONSIDERED A WELL MONUMENTED

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY NAME: CITY OF HOLLYWOOD: 125113, MAP:12011C, PANEL: 0562, SUFFIX H, EFFECTIVE DATE: AUGUST 08, 2014.

VERTICAL CONTROL:

ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM 1988 AS PER NGS BENCHMARK NO.FCE 1685 USE, SAID BENCHMARK HAS AN ELEVATION OF 1.963 FEET (N.A.V.D.-88)

SUBSURFACE SOIL CONDITIONS WERE NOT DETERMINED, AS THIS FALLS OUTSIDE THE PURVIEW OF THIS SURVEY. THESE CONDITIONS MAY INCLUDE THE DETERMINATION OF WETLANDS, FILLED-IN AREAS, GEOLOGICAL CONDITIONS OR POSSIBLE CONTAMINATION BY HAZARDOUS LIQUID OR SOLID WASTE THAT MAY OCCUR WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY.

WELL-IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT

V- EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements or encumbrances. This Boundary Survey was prepared as per information given by client and no title search has been performed prior to the execution of this survey.

VI- CLIENT INFORMATION:

This Boundary and Topographic Survey was prepared at the insistence of and certified to:

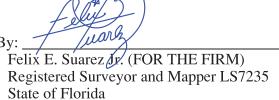
Daniel A. Jaramillo Weitz & Schwartz, P.A.

KRAFTSOW FAMILY INVESTMENTS LIMITED PARTNERSHIP JAB SERVICES LLC

VII- SURVEYOR'S CERTIFICATE:

I hereby certify: That this "BOUNDARY & TOPOGRAPHIC SURVEY" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "BOUNDARY & TOPOGRAPHIC SURVEY" meets the intent of the applicable provisions of the Standards of practice for Land Surveying in the State of Florida", pursuant to Rule (5J17.050 through 5J-17.052) of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

3TCI, Inc., a Florida corporation Florida Certificate of Authorization Number LB7799





NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

| 1 | Δ |
|---|---|
| 4 | Т |

2019-1 19-1896 AS SHOWN 1 OF 1 FESJR FES

Plaza 441

5300 S. STATE ROAD 7 HOLLYWOOD

Florida

PROJECT INFO:

16 STORY MIXED USE BUILDING

LEGAL DESCRIPTION:

A PORTION OF R.W. CHAMBERS SUBDIVISION ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED I PLAT BOOK 108 ON PAGE 42 AND A PORTION OF R.W. CHAMBERS SUBDIVISION ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 PAGE 43, BOTH PLATS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH EAST CORNER LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO. 2: THENCE NORTH 87d54'13" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 40.00 FEET; THENCE SOUTH 02d01'05" EAST FOR 450.00 FEET; THENCE SOUTH 87d54'13" WEST TO TO WESTERLY LINE OF LOT 1 OF SAID PLAT R.W. CHAMBERS ADDITION NO. 1 FOR 200.00 FEET; THENCE NORTH 02d01'05" WEST ALONG SAID WESTERLY LINE FOR 425.00 FEET; THENCE NORTH 42d56'34" EAST FOR 35.33 FEET; THENCE NORTH 87d54'10" EAST FOE 135.00 FEET TO THE POINT OF THE BEGINNING; THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO. 1 AND CONTAINING 2.059 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

LESS AND EXCEPT:

A PORTION OF LOT 1 R.W. CHAMBERS SUBDIVISION ADDITION NO.1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 42 PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 87d54'13" WEST FOR 130.04' FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42d56'04" WEST FOR 110.004 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42d56'14" WEST FOR 42.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 7; THENCE NORTH 2d01'05" WEST FOR 4.99 FEET; THENCE NORTH 42d56'04" EAST FOR 35.00 FEET TO THE NORTHERLY LINE OF SAID LOT 1, THENCE NORTH 87d54'13" EAST FOR 4.99 FEET TO THE POINT OF BEGINNING AB=ND CONTAINING .003 ACRES MORE OR LESS



| Site Address | 5300 S STATE ROAD 7, HOLLYWOOD FL 33314 | ID # | 5041 36 13 0010 |
|-----------------|------------------------------------------------------------------------------------------------------------------|---------|-----------------|
| Property Owner | JARAMILLO, DANIEL A | Millage | 0513 |
| Mailing Address | 5350 SW 21 CT PLANTATION FL 33317 | Use | 27 |
| | R W CHAMBERS SUBDIVISION ADDITION NO 1 108-42 B LOT R/W CHAMBERS SUBDIVISION ADDITON NO 1 108-43 B LOT 180 | | |

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

| * 2020 val | ues are conside | red "working va | a <mark>latesheut</mark> ò | Areseuleinnente ' | vance | • | | | | |
|------------|-----------------|-------------------|----------------------------|--------------------|---------|------------------|---------|-----------|-----------|--|
| Year | Land | Buildi Improve | | Just / Ma Value | | Asses SOH V | | Тах | | |
| 2020* | \$807,190 | \$134,7 | 40 | \$941,930 | | \$941,930 | | | | |
| 2019 | \$807,190 | \$134,7 | \$134,740 | | 0 | \$941,9 | 930 | \$20,606 | .20 | |
| 2018 | \$807,190 | \$134,7 | \$134,740 | | 0 | \$941,9 | 930 | \$20,106 | .72 | |
| | : | 2020* Exempti | ons and [·] | Faxable Value | s by Ta | xing Autho | rity | | | |
| | | Cou | inty | School B | oard | Muni | cipal | Indep | endent | |
| Just Valu | ust Value | | \$941,930 | | ,930 | \$941 | ,930 | \$9 | 41,930 | |
| Portabilit | y | | 0 | | 0 | | 0 | | 0 | |
| Assessed | I/SOH | \$941, | 930 | \$941,930 | | \$941 | ,930 | \$9 | \$941,930 | |
| Homestea | ad | | 0 | 0 | | | 0 | 0 | | |
| Add. Hom | nestead | | 0 | | 0 | | 0 | 0 | | |
| Wid/Vet/D | lis | | 0 | 0 | | | 0 | 0 | | |
| Senior | | | 0 | | 0 | | 0 | | 0 | |
| Exempt T | уре | | 0 | 0 | | | 0 | | 0 | |
| Taxable | | \$941, | 930 | \$94 1 | ,930 | \$941 | ,930 | \$9 | 41,930 | |
| | Ş | ales History | | | | Lan | d Calcu | lations | | |
| Date | Туре | Price | Book/F | Page or CIN | | Price | F | Factor | Туре | |
| 8/10/201 | I7 QCD-T | \$100 | 114 | 587959 | \$ | \$9.00 89,688 SF | | SF | | |
| 11/13/19 | 98 WD* | \$650,000 | 291 | 08 / 1052 | | | | | | |
| 7/1/198 | 9 WD | | 169 | 68 / 207 | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | Skotch) | | |
| | | | | | | lj. Bldg. S.F | , Uaru | , Skelonj | 1 | |

* Denotes Multi-Parcel Sale (See Deed)

| | | | Specia | al Assessm | ients | | | |
|------|------|-------|--------|------------|-------|-------|-------|------|
| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 05 | | | | | | | | |
| С | | | | | | | | |
| 1650 | | | | | | | | |

CITY OF HOLLYWOOD PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT PARK IMPACT FEE APPLICATION

Pursuant to Chapter 161.07 (G)(1) of the City's Zoning and Land Development Regulations, all persons platting or subdividing land for residential purposes or for hotel/motel purposes or who are required to obtain site plan approval for a residential, hotel or motel development shall be required to pay a park impact fee. This fee is to be used for parks (passive or active open space or recreational facilities) to meet the needs created by the development.

Is this a residential or hotel/motel development? Yes 📝 No 🗌

If YES was selected please provide the following information. In NO was selected please do not complete application.

(PRINT LEGIBLY OR TYPE)

The Park Impact Fee shall be paid in full prior to issuance of a building permit unless the project is to be completed in phases. This application provides an approximate Park Impact Fee however the final Park Impact Fee will be calculated and paid at time of building permit request.

This application (if applicable) should be submitted to the Technical Advisory Committee to obtain Parks, Recreation and Cultural Arts Department approval.

Please contact David Vazquez, Department of Parks, Recreation and Cultural Arts at 954.921.3404 or <u>dvazquez@hollywoodfl.org</u> should there be any questions.



5300 S. STATE ROAD 7 HOLLYWOOD FLORIDA



5220 - 5232 S. SR 7 (north of site)



5400 S. SR 7 (south of site)



5300 S. STATE ROAD 7 HOLLYWOOD FLORIDA



5300 S. SR 7 (the north side of site)



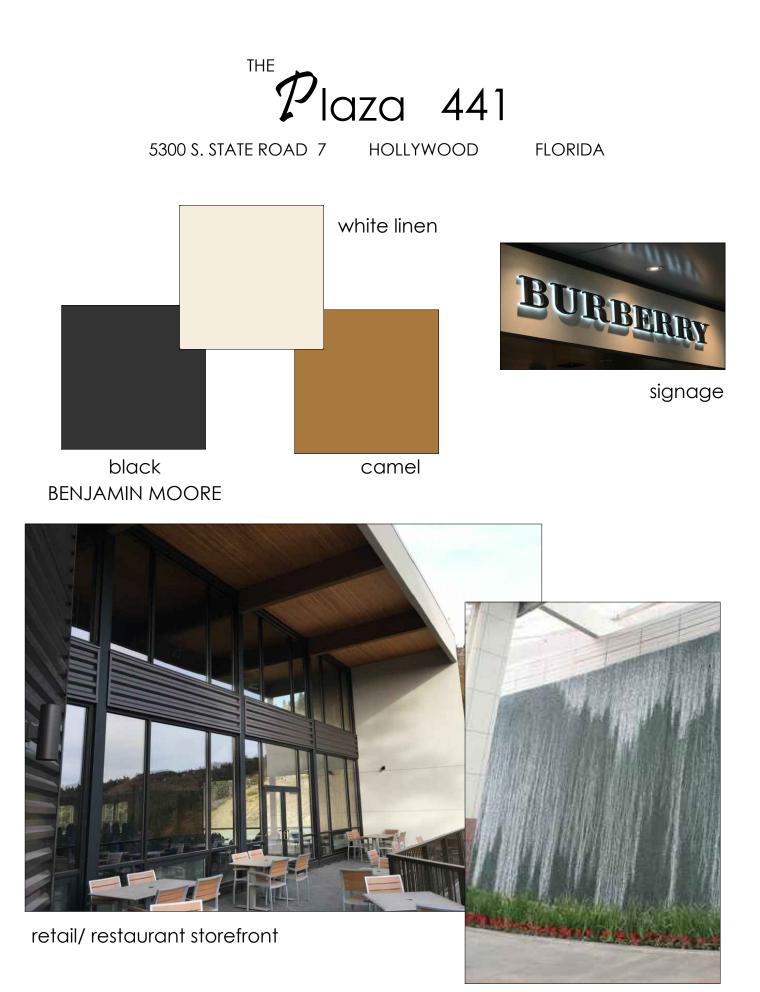
5300 S. SR 7 (the south side of site)



5300 S. STATE ROAD 7 HOLLYWOOD FLORIDA

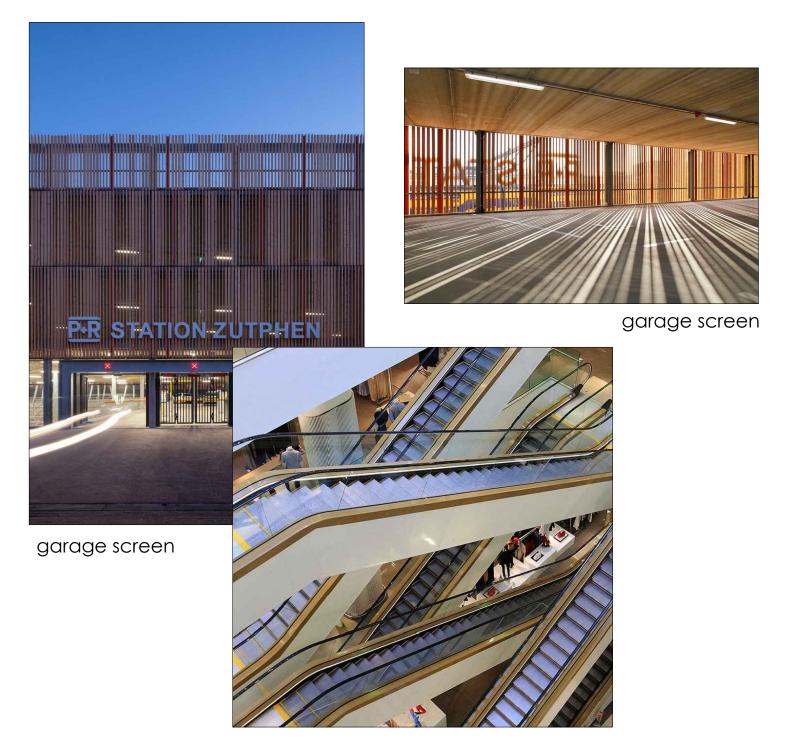


5353 S. SR 7 (across the street)



waterwall

THE Plaza 441 5300 S. STATE ROAD 7 HOLLYWOOD FLORIDA



scissor escalators



5300 S. STATE ROAD 7 HOLLYWOOD FLORIDA



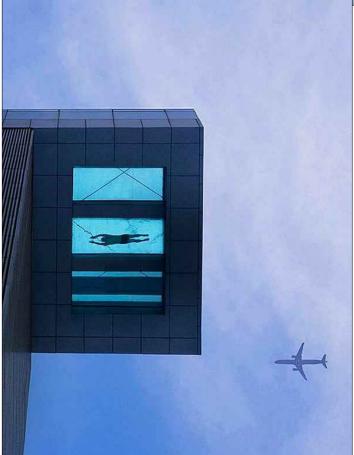
frameless wind screen



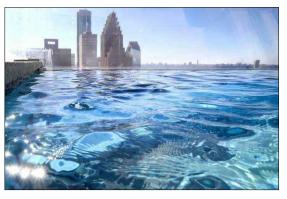


Florida





infinity edge sky pool



sky pool

glass bottom sky pool

Law Offices

COKER & FEINER

1404 South Andrews Avenue Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636 Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A. Rod A. Feiner

June 18, 2020

Community Development Department City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33022 Attn: Leslie DelMonte

> Re: Hollywood Strip; 5300 South State Road 7, Hollywood, FL Ownership and Encumbrance Report; Preliminary TAC Submittal

Dear Ms. DelMonte:

Please accept this letter as the Ownership and Encumbrance Report for the following property, which report was conducted from the time of beginning onward through June 17, 2020 and applies to the property which is legally described as follows:

See Exhibit "A", attached hereto

Ownership:

| Current Owner: | Daniel A. Jaramillo |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mortgage Holder: | Jack Herman, Trustee of the Jack Herman Declaration of Trust Agreement dated August 4, 1998 and Dorothy Jean Herman, Trustee of the Dorothy Jean Herman Declaration of Trust Agreement dated August 4, 1998, each as to an undivided fifty percent (50%) interest by virtue of that certain Mortgage recorded in OR Book 29108, Page 1054 of the Public Records of Broward County, Florida |

Encumbrances:

- 1. Matters as contained on the Plat of N.W. CHAMBERS SUBDIVISION No. 1, recorded in Plat Book 108, Page 42 of the Public Records of Broward County, Florida.
- 2. Matters as contained on the Plat of N.W. CHAMBERS SUBDIVISION No. 2, recorded in Plat Book 108, Page 43 of the Public Records of Broward County, Florida.

- 3. Right-of-Way Agreement executed in favor of Everglades Pipe Line Company, filed in OR Book 1231, Page 48 of the Public Records of Broward County, Florida.
- 4. Easement granted to Broward County for water and sewer lines recorded in OR Book 16955, Page 712 of the Public Records of Broward County, Florida.
- 5. Easement granted to Broward County for water and sewer lines recorded in OR Book 16955, Page 719 of the Public Records of Broward County, Florida.
- 6. Agreement with Broward County, Florida recorded in OR Book 16955, Page 701 of the Public Records of Broward County, Florida.
- 7. Agreement to Place Notation on Plat recorded in OR Book 15573, Page 276 of the Public Records of Broward County, Florida.
- 8. Agreement to Place Notation on Plat recorded in OR Book 15573, Page 280 of the Public Records of Broward County, Florida.

Thank you for your attention to this matter. If you have any questions or require any additional information, please feel free to contact me.

Very truly yours,

ROD A. FEINER

RAF:yt c: Client Kaller & Associates

LEGAL DESCRIPTION:

A PORTION OF R. W. CHAMBERS SUBDIVISION ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 42 AND A PORTION OF R. W. CHAMBERS SUBDIVISION ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 43, BOTH PLATS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER LOT 1 OF SAID PLAT OF R. W. CHAMBERS ADDITION NO. 2; THENCE NORTH 87054'13" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 40.00 FEET; THENCE SOUTH 02⁰01'05" EAST FOR 450.00 FEET; THENCE SOUTH 87°54'13" WEST TO

THE WESTERLY LINE OF LOT 1 OF SAID PLAT OF R. W. CHAMBERS

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS

ADDITION NO. 1 FOR 200.00 FEET: THENCE NORTH 02001'05" WEST ALONG

ADDITION NO. 1 FOR 200.00 FEET; THENCE NORTH 02°01'05" WEST ALONG SAID WESTERLY LINE FOR 425.03 FEET; THENCE NORTH 42°56'34" EAST FOR 35.33 FEET; THENCE NORTH 87°54'13" EAST FOR 135.03 FEET TO THE POINT OF BEGINNING; THE LAST TWO MENTIONED COURSES BEING' COINCIDENT WITH THE NORTHERLY LINE OF SAID LOT 1 OF SAID PLAT OF R. W. CHAMBERS ADDITION NO. 1 AND CONTAINING 2.059 ACRES MORE OR LESS.

- ·

1.1.1.4

AND

RESERVATIONS OF RECORD, IF ANY.

3.4

LEGAL DESCRIPTION:

LESS & EXCEPT:

A PORTION OF LOT 1, R.W. CHAMBER'S SUBDIVISION ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 42, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 87054'13" WEST FOR 130.04 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 42°56'34" WEST FOR 42.40 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 7; THENCE NORTH 2001'05" WEST FOR 4.99 FEET; THENCE NORTH 42°56'34" EAST FOR 35.33 FEET TO THE NORTHERLY LINE OF SAID LOT 1; THENCE NORTH 67°54'13" EAST FOR 4.99 FEET TO THE POINT OF BEGINNING AND CONTAINING .003 ACRES MORE OR LESS.

> EXHIBIT "A" ٤.

FOR AND IN CONSIDERATION of the sum of Five (\$5.00) Dollars to peid, the receipt whereof is hereiv acknowledged, and a notice the receipt protocol in the second se in hand PS SERVER J. the undersigned, "Joseph Milano and Elizabeth Milano, hushand and mife, 10 Holland Drive

AGREEMENT

92 1231 mm 48

Box 2295, Hollywood, Planida

County of Broward and State removing one or more lines of pipe for the transportation of petroleum, or the products thereof with free ingress and egress to construct, operate, maintain, and, from time to time, alter, repair and remove 60 the same. Should said further consideration not be paid of tendered to the grantor a within the days genere from the date hereof, this grant shall thereafter become null and void.

The grantor A herein reserve the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted, and grantor specifically covenant not to build, create or construct any obstruction, engineering works or other structure within the limits of the right of way herein granted, or permit same to be done by others. The grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested per-grantee, its successors and assigns; and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them shall be final and conclusive.

Should an additional line or lines be laid under this grant, subsequent to the original construc-. tion, such additional line or lines shall be laid reasonably adjacent to the route of the first line and, in addition to the damages as above provided, the same consideration persist aband shall be paid for the line or lines so laid, it being understood and agreed that the additional line rights herein granted may be assigned by the grantee, in whole or in part, separate and apart from the first line right hereinbefore granted

E Inder

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d. thirty-five An additional **buildy** feet adjacent to the foregoing right of way may be used by grantee during the original period of construction.

(deso. cont'd.) = in Section 36, Township 50-6, Range LL-S as recorded in Plat Book 2, Page 26, Public Records of Dade County, lands lying in Broward County.

The grantor a covenant with grantee that they ara the owner a

of the above described lands and have the right, title and capacity to grant the right of way herein granted, and it is understood and agreed that the foregoing constitutes the entire agreement between the parties hereto and no oral promise, representation or agreement has been made in connection therewith. 141. 20

IN WITNESS WHEREOF. man...... have hereunto setour...... hand s.... and seals this min 1258

STATE 01 COUNTY OF tify that on this to to n to be the person (a) and official se al in the state and ay of D. 19.38 My o See APA 138 ANK H.A Records, Page Recorder Roda. o'clock A County R. of W. No. recorded in Volume Filed for Record. of the records of State of Florida * 멍 Л

MORTGAGEE'S <u>Consent to easement</u> And Release of Lien

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v s N

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| and recorded in p OR 15516 unto Holly | Pa | ge/s 6/4 | Cour , mortga n Association | |
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| its successors and | | | | |
| premises described | as follows: | | a mortgagee, the | 90 |
| See | Exhibit A Attac | hed, | | |
| ND DUCDEAS Marga | | | | |
| AND WHEREAS, Mortg for the purpose of | agor nas gran: maintaining | ed an easement water and/or s | ewage mairs | |
| granted is a part | of the proper | ty described a | . The essement so bove: and which | 0 |
| easement is descri | bed as follow: | 1 2 | | |
| | | | | |
| See | Exhibit B Attack | ved. | | |
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| AND WHEREAS the Mo to the easement. | regagor has re | quested the No | rtgagee to conser | t |
| NOW THEREFORE: No | rtgagee hereb | y consents and | approves the | |
| granting of easemen described herein ab | ove. Mortgag | ee bereby free | . eroperates and | |
| discharges all lier within said easemon | is on any/all | water and/or s | ewer "installation | l\$ [™] •• ⊗ |
| 2 a.V. | .* | | Hollywood Federal Sa and Loan Association | |
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| WITHERS | -6 | Date: apul | 7, 1969 | _ |
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| Clyde H. | Marser | "_ Jean | e R Curt | |
| of Holly | vore Feder | al Samine | & Laan and | n. |
| and executed the abo | ve document. | / | | |
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| | 4000 C | Notary | Public | |
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| TARY PUBLIC, STATE OF FLORIDA. COMMISSION EXPIRES: JAN. 28, 1993 | 16. | | FEE ITEM RETURN TO FRONT, RECUGALIS | . 295 |
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| OTARY PUBLIC, STATE OF FLORIDA. Y COMMISSION EXPIRES: JAN, 28, 1993 Y GIPO THAU NOTAN'S PUBLIC UNDERWAITED | | | FEE ITEM RETURN TO FRONT, RECURATE | 29. 1, |

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

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EXHIBIT "A"

BK-18955P607110

LEGAL DESCRIPTION:

ALL OF LOTS 1 AND 2, R. W. CHAMBERS SUBDIVISION ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 42, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

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1.413.4

ALL OF LOTS 1 AND 2, R. W. CHAMBERS SUBDIVISION AUDITION NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 43, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA.

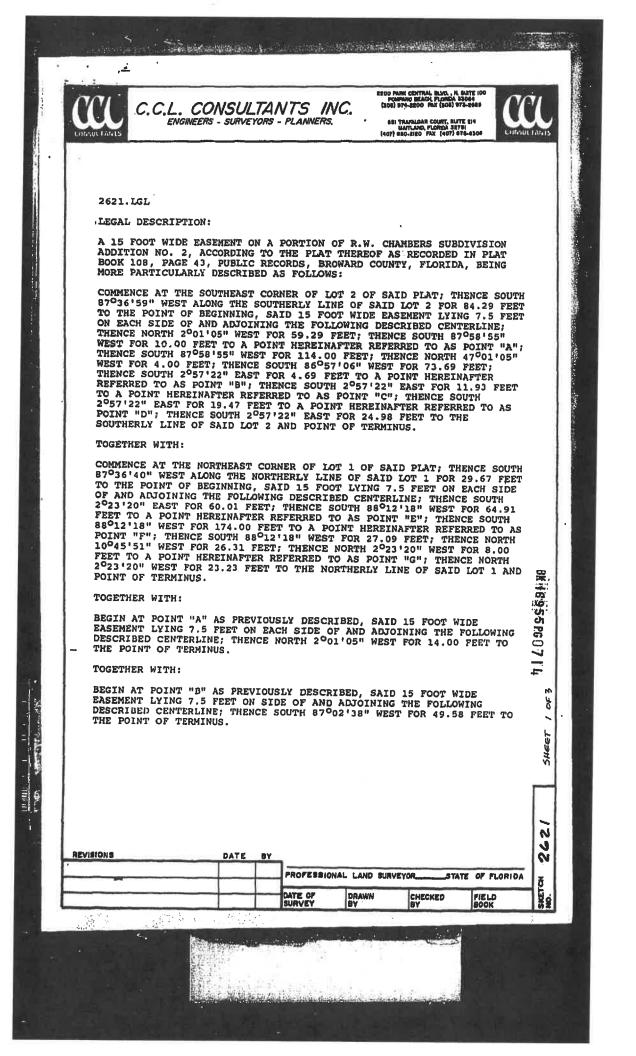
LESS AND EXCEPT:

A PORTION OF R. W. CHAMBERS SUBDIVISION ADDITION NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 42 AND A PORTION OF R. W. CHAMBERS SUBDIVISION ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 ON PAGE 43, BOTH PLATS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

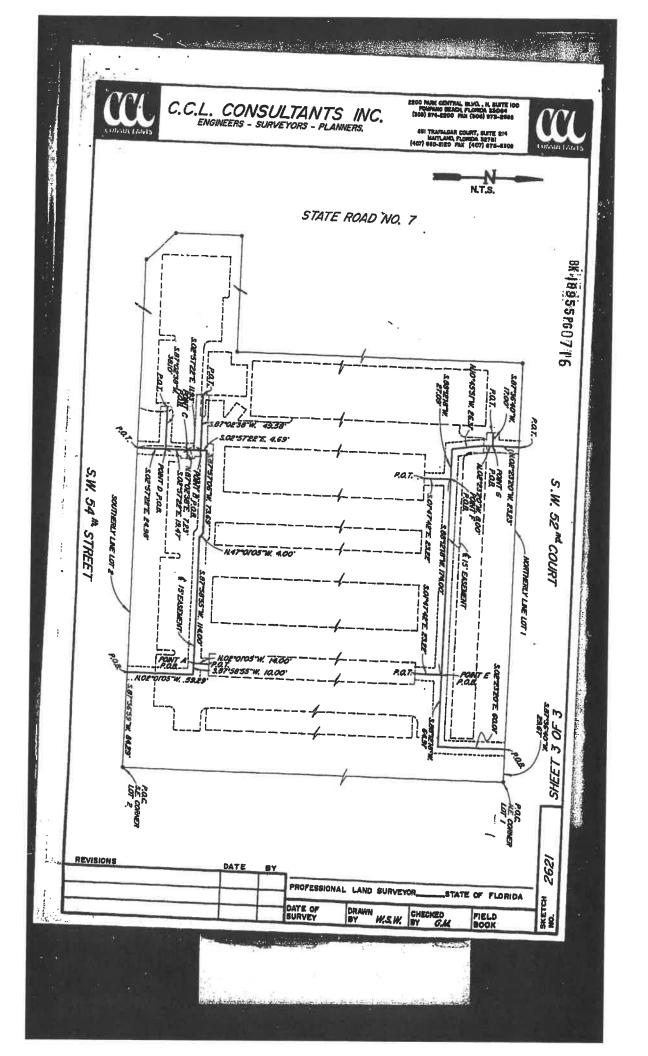
BEGIN AT THE NORTHWEST CORMER LOT 1 OF SAID PLAT OF R.W. CHAMBERS ADDITION NO. 2; THENCE NORTH $87^{\circ}36'40"$ EAST(PLAT NORTH $87^{\circ}54'13"$ EAST) ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 39.95 FEET (PLAT 40.00 FEET); THENCE SOUTH $02^{\circ}01'05"$ EAST FOR 450.00 FEET; THENCE SOUTH $87^{\circ}36'40"$ WEST (PLAT SOUTH $87^{\circ}54'13"$ WEST) TO THE WESTERLY LINE OF LOT 1 OF SAID PLAT OF R. W. CHAMBERS ADDITION NO. 1 FOR 200.00 FEET; THENCE NORTH $02^{\circ}01'05"$ WEST ALONG SAID WESTERLY LINE FOR 425.16 FEET (PLAT 425.03 FEET); THENCE NORTH $42^{\circ}47'47"$ EAST (PLAT NORTH $42^{\circ}56'34"$ EAST) FOR 35.24 FEET (PLAT 35.33 FEET); THENCE NORTH $42^{\circ}56'34"$ EAST) FOR 35.24 FEET (PLAT 135.33 FEET); THENCE NORTH $87^{\circ}36'40"$ EAST (PLAT NORTH $87^{\circ}54'13"$ EAST) FOR 135.21 (PLAT 135.03 FEET) TO THE POINT OF BEGINNING, THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID LOT 1 OF SAID PLAT OF R. W. CHAMBERS ADDITION NO. 1 AND CONTAINING 2.059 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

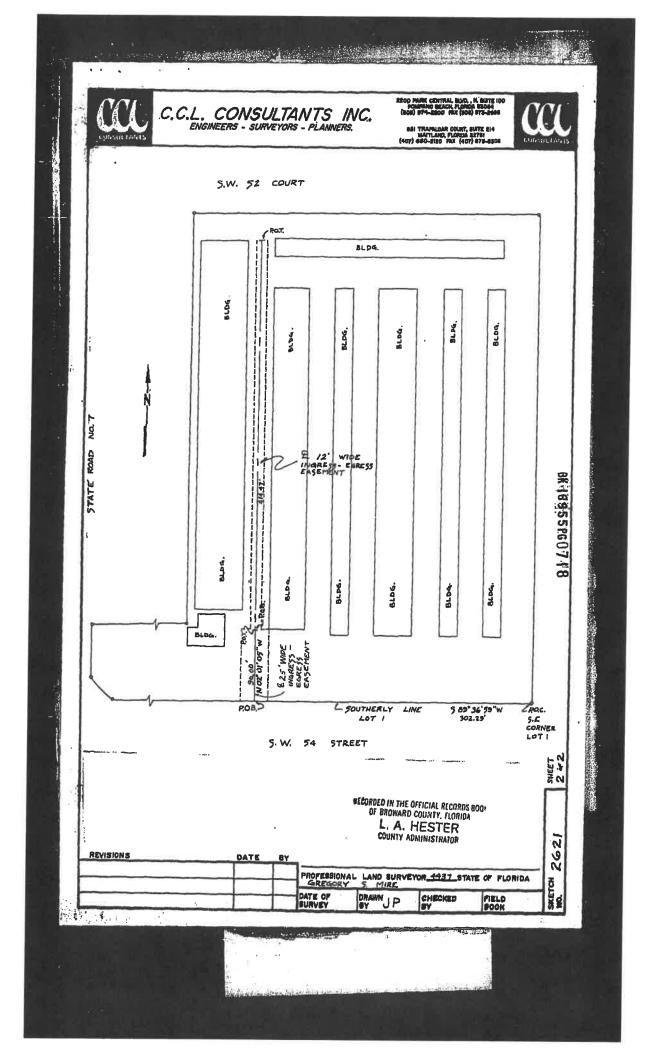
CONTAINING A TOTAL OF 4.977 ACRES MORE OR LESS (216801 SQUARE FEET)



| C.C. | L. CONSULTA ENGINEERS - SURVEYORS | NTS INC. s - planners, | 2000 PARK CENTRAL BLVD., POMPNIO EEACH, FLORED (200) 574-8200 PAK (200) 691 TRAFALORA COURT, MATLANO, FLORED 3 (407) 880-8180 PAK (407) | | |
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| CONSTITUTE A P | TELD SURVEY AS SUCH. | , Lh. | inhi | | 50 |
| Rev. | 8.18-89 6 | | AND SURVEYOR 4437 5 | TATE OF FLORIDA | E |
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| | C.C.L. CONSULTANTS INC. ENGINEERS - SURVEYORS - PLANNERS, | EROO MAIN CONTRAL BUD, IN BUTT 1000 PARTING BACKIT PLOTAGE BEDGAT (Doc) STV-ESCO MAI (DOC) STJ-ESCO SAN TRANSLAM COURT, BUTT ELIN MICH SC-ERED MAY (407) BTS-8800 | N. ANDS |
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| | LEGAL DESCRIPTION: | 1. II | |
| | A 25 FOOT AND 12 FOOT WIDE INGRESS-EGRESS E LOT 1 AND 2, R.W. CHAMBERS SUBDIVISION ADDI THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 RECORDS, BROWARD COUNTY, FLORIDA, BEING MORI AS FOLLOWS: | TION NO. 2, ACCORDING TO 08 ON PAGE 43, PUBLIC | 2 |
| | COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 89°36'59" WEST ALONG THE SOUTHERLY LINE OF S TO THE POINT OF BEGINNING, SAID 25 FOOT WID FEET ON EACH SIDE OF AND ADJOINING THE FOLL CENTERLINE; THENCE NORTH 02°01'05" WEST FOR OF TERMINUS. | SAID LOT FOR 302.29 FEET E EASEMENT LYING 12.5 DWING DESCRIBED | |
| | ÉASEMENT LINES ARE LENGTHENED OR SHORTENED 1 25 FOOT WIDE EASEMENT. | O PROVIDE & CONTINUOUS | |
| | TOGETHER WITH: | | |
| | SAID 12 FOOT WIDE EASEMENT LYING 6 FEET ON E ADJOINING THE FOLLOWING DESCRIBED CENTERLINE | EACH SIDE OF AND | |
| | BEGIN AT SAID POINT OF TERMINUS FOR THE PREV WIDE INGRESS/EGRESS EASEMENT: THENCE NORTH O FEET TO THE POINT OF TERMINUS. | 2001'05" WEST FOR 414.47 | |
| | EASEMENT LINES ARE LENGTHENED OR SHORTENED I 12 FOOT WIDE EASEMENT. | | |
| | SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY RESERVATIONS OF RECORD, IF ANY. | , RESTRICTIONS AND | |
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| | OTHER INSTRUMENTS AND DOES NOT CONSTITUTE & FIELD BURYEY AS BUCH. | A + | 621 |
| \mathbf{F} | REVISIONS DATE BY | D SUNVEYON 445T STATE OF FLORIDA | 10 |
| F | DATE OF DRAW | | No. |
| | SURVEY BY | JP ву воок | 10 × |



Corporation

EASEMENT

| THIS INDENTURE made this 6th day of April | 19 <u>89</u> , between |
|--------------------------------------------------------------------------------------------------|--------------------------|
| L.D. Corporation of Broward, Inc. and BROWARD COUNTY, a political subdivision of the State of | part y of the first part |
| and BROWARD COUNTY, a political subdivision of the State of second part. | Florida, party of the |

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WEREAS, the part \underline{v} of the first part the owner _____ of property situate in Broward County, Florida, and described as follows:

24 A.

Attached

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and,

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WHEREAS, the party of the second part desires an easement for water and/or sanitary sewerage lines along said property, and

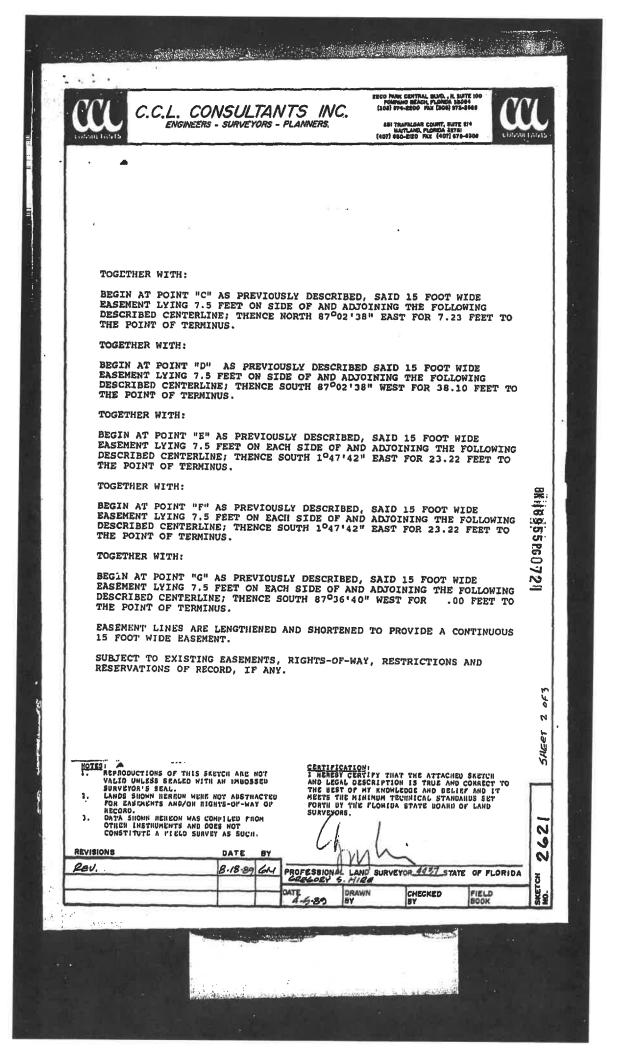
WHEREAS, the part \underline{v} of the first part willing to grant such easement,

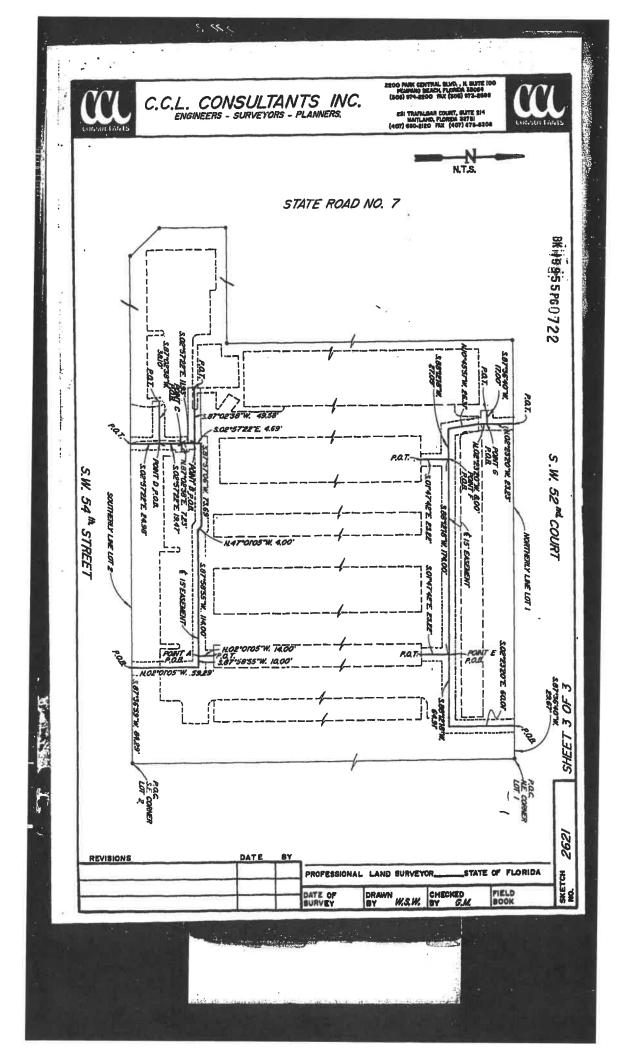
NGW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the part of the first part do as hereby grant unto the party of the second part, its successors and assigns, full and free right and authority to construct, maintain, repair, install, and rebuild water and/or sanitary sewerage facilities on and do an hereby grant a'perpetual essement in, over, under, through, upon and/or across the above described lands for said purposes.

IN WITNESS WHEREOF the said L.D. Corporation of Broward. has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officers thereunto duly authorized, on this <u>Bth</u> day of <u>April</u> A.D. 19<u>89</u>.

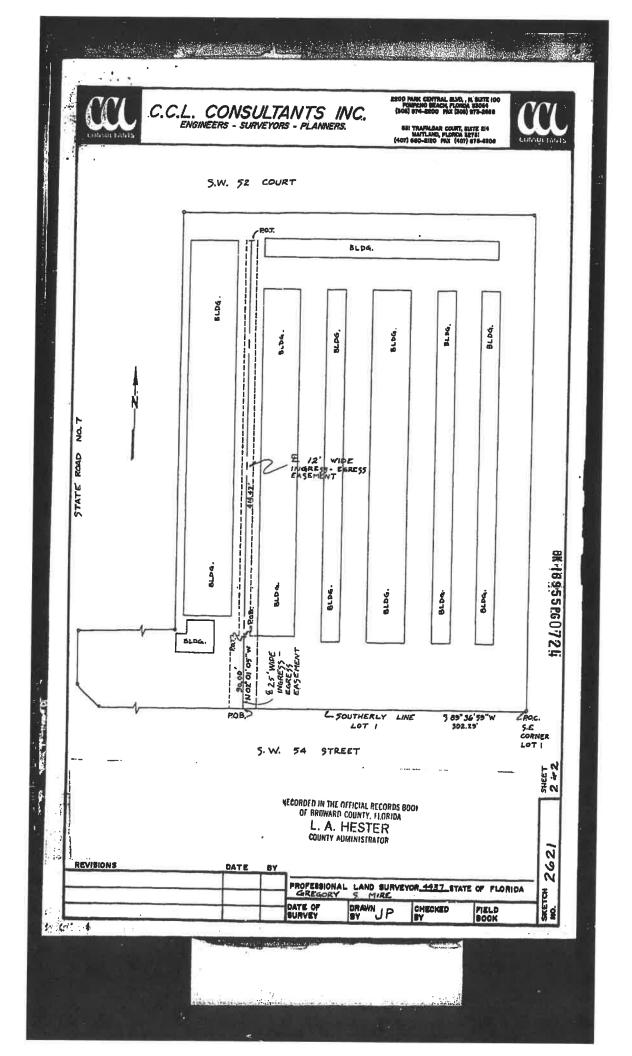
| (CORPORATE SEA | L) . | L.D. CORP | ORATION OF | BROWARD, INC. | BK NB |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Attest: Attest: Kornaine M. preece, Ase | Len- t Secretary | Peter F. | Fagan, Vie | Zaga- ce president | 8K48955Pc0779 |
| STATE OF <u>Flordia</u> COUNTY OFPalm Beach | \$\$ | | | ı | ڡؘ |
| I HEREBY CERTIFY, That on personally appeared <u>Pete</u> respectively Arestuent an <u>BROWARD, INC.</u> To be kn Toregoing conveyance to t execution thereof to be t and purpose herein mention said Corporation, and the | A corporation own to be the pe he County of Bro heir free act an ned, and that the | under the law rsons describ ward and seve d deed as suc | L.D. CORPO 5 Of the Star ed in and who rally acknow h Officers, 1 erate the officers | RATION OF CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTI | - |
| WITNESS my signature at and State of <u></u> | Boca Raton | _ | | y of Palm Beac | 2b |
| My Commission Expires: | | Mae | Notary Publ | le Salet | - |
| NOTARY FUBLIC STATE OF FLORIDA MY CONNISSION EXP. DEC. 5. 1992 DONDED TYSU GENERAL RIS. LIND. | бал М | | | FEP ITEM | 35.50 |
| | - Marine Postale | | | times. | |
| | | | | | |

| CCCL | C.C.L. CONSULTANTS ENGINEERS - SURVEYORS - PLAN | NC. (BOA) | MAR CONTRAL BLVD., N. SI MARAYO BEACH, FLOREDA 334) 874-8500 RAL (3063) 878 1 THAFALDAR COLATT, BUTT WATLAND, FLOREDA 3376 0 60-8120 FAX (407) 878 | | X. |
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| A 15 A DDY BOOK MORE COMMI 87°36 TO TH ON EJ THENC WEST THENC WEST THENC REFER TO A 2°57' POINT SOUTH TOGET COMME 87°36 TO TH 0°45 FEET 2°23' POINT TOGET BEGIN EASEM DESCR | LGL DESCRIPTION: FOOT WIDE EASEMENT ON A PORT YION NO. 2, ACCORDING TO THE : 108, PAGE 43, PUBLIC RECORDS PARTICULARLY DESCRIBED AS FO ENCE AT THE SOUTHEAST CORNER ('59" WEST ALONG THE SOUTHERL' IE POINT OF BEGINNING, SAID 1: CCH SIDE OF AND ADJOINING THE E NORTH 2°01'05" WEST FOR 59 FOR 10.00 FEET; THENCE SOUTH : E SOUTH 2°57'22" EAST FOR 4.4 RED TO AS POINT "B"; THENCE : POINT HEREINAFTER REFERRED TO 2" EAST FOR 19.47 FEET TO A "D"; THENCE SOUTH 2°57'22" I ERLY LINE OF SAID LOT 2 AND I HER WITH: NCE AT THE NORTHEAST CORNER ('40" WEST ALONG THE NORTHERLY E POINT OF BEGINNING, SAID 12 D ADJOINING THE FOLLOWING DES 20" EAST FOR 60.01 FEET; THEN TO A POINT HEREINAFTER REFERENT 18" WEST FOR 174.00 FEET TO "F"; THENCE SOUTH 88°12'18" '51" WEST FOR 26.31 FEET, THE TO A POINT HEREINAFTER REFERENT 20" WEST FOR 23.23 FEET TO TH OF TERMINUS. HER WITH: AT POINT "A" AS PREVIOUSLY D ENT LYING 7.5 FEET ON EACH SI IBED CENTERLINE; THENCE NORTH DINT OF TERMINUS. HER WITH: AT POINT "B" AS PREVIOUSLY D ENT LYING 7.5 FEET ON SIDE OF IBED CENTERLINE; THENCE SOUTH DAT DINT "B" AS PREVIOUSLY D ENT LYING 7.5 FEET ON SIDE OF IBED CENTERLINE; THENCE SOUTH DINT OF TERMINUS. | PLAT THEREOF A , BROWARD COUN LLOWS: OF LOT 2 OF SA V LINE OF SAID 5 FOOT WIDE EA FOLLOWING DES. 29 FEET; THEN. REINAFTER REFE 4.00 FEET; TH 86 ⁵ 7'06" WEST 59 FEET TO A P SOUTH 2 ⁵ 7'22" O AS POINT "C" POINT HEREINA 285T FOR 24.98 FOINT OF TERMIN OF LOT 1 OF SAID 5 FOOT LVING 7. 3 CRIBED CENTERN 28 LINE OF SAID 5 FOOT LVING 7. 3 CRIBED CENTERN A POINT HEREIN WEST FOR 27.09 10CE NORTH EREIN WEST FOR 27.09 10CE NORTHEREIN WEST FOR 27.09 10CE NORTHEREIN UNCE NORTHEREIN DE OF AND ADJOINT ESCRIBED, SAID DE OF AND ADJOINT | S RECORDED TY, FLORIDA ID PLAT; THI LOT 2 FOR (SEMENT LYIM CRIBED CENTI CE SOUTH 87° RRED TO AS 1 ENCE NORTH 4 FOR 73.69 1 OINT HEREIN/ EAST FOR 11 THENCE SOU FTER REFERRE FEET TO THE NUS. ID PLAT; THE LOT 1 FOR 2 .5 FEET ON FE LINE; THENCE 2'18" WEST F T "E"; THENCE 2'18" WEST F F "E"; THENCE 2'18" WEST F F "E"; THENCE 2'18" WEST F F "G"; THENCE 0'20" WEST F F "G"; THENCE 0'15 FOOT WI INNING THE F F FOR 14.00 | IN PLAT , BEING ENCE SOUTH 84.29 FEET 37.5 FEET POINT "A"; 7501'05" FEET; FTER L.93 FEET TH ED TO AS SOUTH OR 64.91 E SOUTH RED TO AS CE NORTH LOT 1 AND DE OLLOWING FEET TO | SHEEL 1 OF 3 026.03455681+38 |
| | DATE BY | ESSIONAL LAND SURV | VEYOR STAT | E OF FLORIDA | 12721 |
| EVISIONS | | | | | SKETCH NO. |





| | C.C.L. CONSULTANTS INC. ENGINEERS - SURVEYORS - PLANNERS. Status and the function of the state o |
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| | LEGAL DESCRIPTION: |
| | A 25 FOOT AND 12 FOOT WIDE INGRESS-EGRESS EASEMENT ON A PORTION OF LOT 1 AND 2, R.W. CHAMBERS SUBDIVISION ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK LOS ON PAGE 43, FUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: |
| | COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 ⁰ 36'59" WEST ALONG THE SOUTHERLY LINE OF SAID LOT FOR 302.29 FEET TO THE POINT OF BEGINNING, SAID 25 FOOT WIDE EASEMENT LYING 12.5 FEET ON EACH SIDE OF AND ADJOINING THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 02 ⁰ 01'05" WEST FOR 90.00 FEET TO THE POINT OF TERMINUS. |
| 1 | EASEMENT LINES ARE LENGTHENED OR SHORTENED TO PROVIDE A CONTINUOUS 25 FOOT WIDE EASEMENT. |
| | TOGETHER WITH: |
| | SAID 12 FOOT WIDE EASEMENT LYING 6 FEET ON EACH SIDE OF AND ADJOINING THE FOLLOWING DESCRIBED CENTERLINE; |
| | BEGIN AT SAID POINT OF TERMINUS FOR THE PREVIOUSLY DESCRIBED 25 FOOT WIDE INGRESS/EGRESS EASEMENT; THENCE NORTH 02 ⁰ 01'05" WEST FOR 414,47 FEET TO THE POINT OF TERMINUS. |
| | EASEMENT LINES ARE LENGTHENED OR SHORTENED TO PROVIDE A CONTINUOUS 12 FOOT WIDE EASEMENT. |
| | SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY. |
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| ł | NOTES: NOTES: NOTES: REPRODUCTIONS OF THIS SKETCH ARE NOT I. REPRODUCTIONS OF THIS SKETCH AND NOT INFORMATION: I. REPRODUCTIONS OF THE REPRODUCTIONS OF TH |
| | SURVEYOR'S SEAL. LANDS SHOWN HEREON WERE NOT ADSTRACTED THE USET OF ANY KNOWLEDGE AND BELLEF AND IT HEETS THE MINIMUM TECHNICAL STANDARDS SET |
| | POR PASCHENTS AND/OR RIGHTS-OF-WAY OF RECORD. 3. DATA SHOWN MERICON WAS COMPILED FROM OTHER INSTAUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH. |
| | CONSTITUTE A FIELD SURVEY AS SUCH. |
| F | PROFESSIONAL LAND SURVEYOR 4437 STATE OF FLORIDA GREGORY 5. MIRE DATE OF DRAWN P CHECKED FIELD SURVEY SY P P BY BOOK |
| t | DATE OF DRAWN P CHECKED FIELD BOOK |
| | |
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INDEMNIFICATION AGREEMENT AND HOLD HARMLESS AGREEMENT

89473544

WHEREAS, that certain Water and Sewer Plan for the project known as Guardian Self-Storage, prepared by CCL Consultants, Inc., under project #2621, Office of Environmental Service Project #238162, dated April 14, 1988, last revised July 28, 1988, provides for the installation of certain fire hydrants within three (3) to five (5) feet of the buildings as shown on the attached sketch (enclosed herewith as Exhibit "A") all relating to the property which legal description is described on Exhibit "B" attached hereto; and

WHEREAS, Broward County, Florida ordinances require said fire hydrants be located a minimum of ten (10) feet from any building; and

WHEREAS, in order to approve the locations of the aforementioned fire hydrants, Broward County, Florida has requested that it be indemnified and saved and held harmless from all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons, or property, caused directly or indirectly as a result of the installation referred to above;

NOW THEREFORE, we, our heirs and successors in title, do hereby agree to indemnify and save and hold harmless Broward County, Florida, from all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons, or property, caused directly or indirectly as a result of the installation and use of the certain fire hydrants referred to above.

BEDZOW KORN KAN & GLASER, P.A., CROCKER PLAZA, SUITE 80:, 5355 TOWN CENTER RD., BOCA RATON, FL 33486

Witness:

L. D. CORPORATION OF BROWARD, INC.

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VICE PRESIDENT- FINANCE

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me personally appeared PETER F. FAGAN VICE PERIDENT - FINANCE OF L. D. Corporation of Broward, Inc. to me known to be the person described in, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purpose therein expressed. WITNESS my hand and official seal this 5π _day

of JULY , 1989.

Me Michelle Sald Notary Public State of Florida

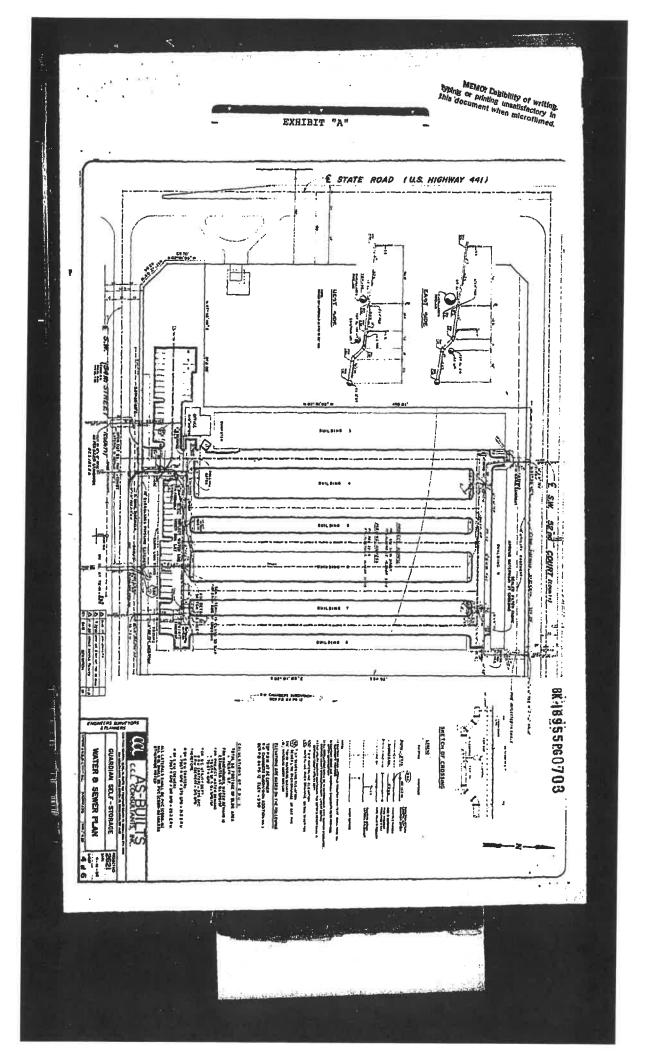
A DE BUCKENSINGER

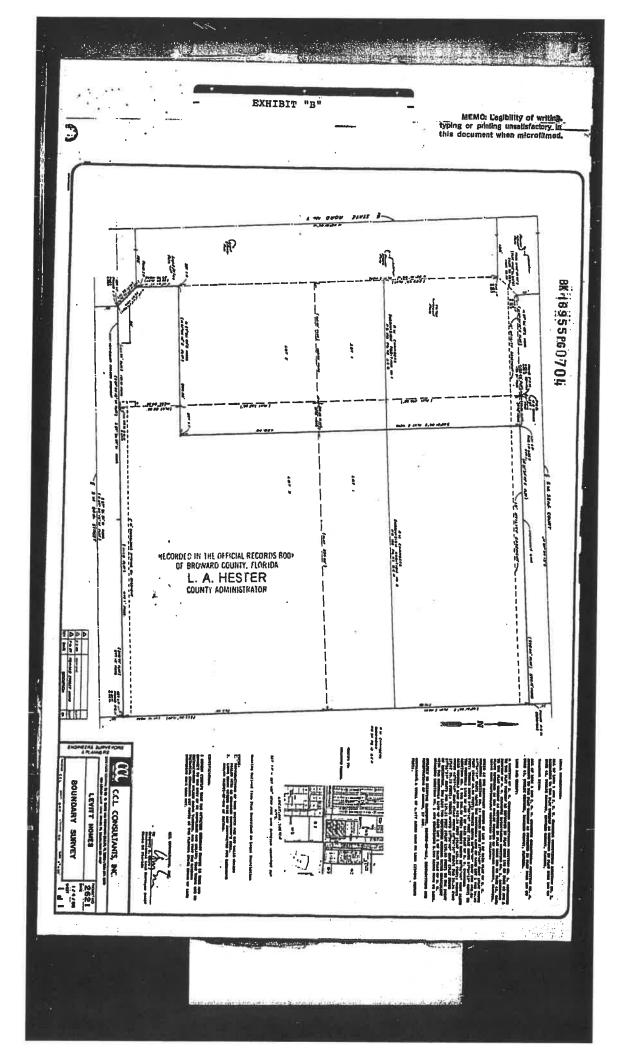
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA NY OCPUBLICA DAVIDED 5,1052 BONDED TISU CARERAL INS. UND.

BK-18955Pc0702

BEDZOW KORN KAN & GLASER, P.A., CHOCKER PLAZA, SUITE BOI, SJ55 TOWN CENTER RD., BOCA RATON, FL 33488 🖓 (305) 381-4900





INDEMNIFICATION AGREEMENT AND HOLD HARMLESS AGREEMENT

89473544

WHEREAS, that certain Water and Sewer Plan for the project known as Guardian Self-Storage, prepared by CCL Consultants, Inc., under project #2621, Office of Environmental Service Project #238162, dated April 14, 1988, last revised July 28, 1988, provides for the installation of certain fire hydrants within three (3) to five (5) feet of the buildings as shown on the attached sketch (enclosed herewith as Exhibit "A") all relating to the property which legal description is described on Exhibit "B" attached hereto; and

WHEREAS, Broward County, Florida ordinances require said fire hydrants be located a minimum of ten (10) feet from any building; and

WHEREAS, in order to approve the locations of the aforementioned fire hydrants, Broward County, Florida has requested [•] that it be indemnified and saved and held harmless from all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons, or property, caused directly or indirectly as a result of the installation referred to above;

NOW THEREFORE, we, our heirs and successors in title, do hereby agree to indemnify and save and hold harmless Broward County, Florida, from all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons, or property, caused directly or indirectly as a result of the installation and use of the certain fire hydrants referred to above.

Witness:

L. D. CORPORATION OF BROWARD, INC.

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BK 46955P6070

BEDZOW KORN KAN & GLASER, P.A., CROCKER PLAZA, BUITE SC:, 5355 TOWN CENTER RO., BOCA RATON, FL 33488 + 1305)

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me personally appeared PETER F. FAGAN VICE PERIDENT - FINARE OF L. D. Corporation of Broward, Inc. to me known to be the person described in, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purpose therein expressed.

Sec. S. Salarany

WITNESS my hand and official seal this 5^{TW} _day of JULY , 1989.

Mie Michelle Sald

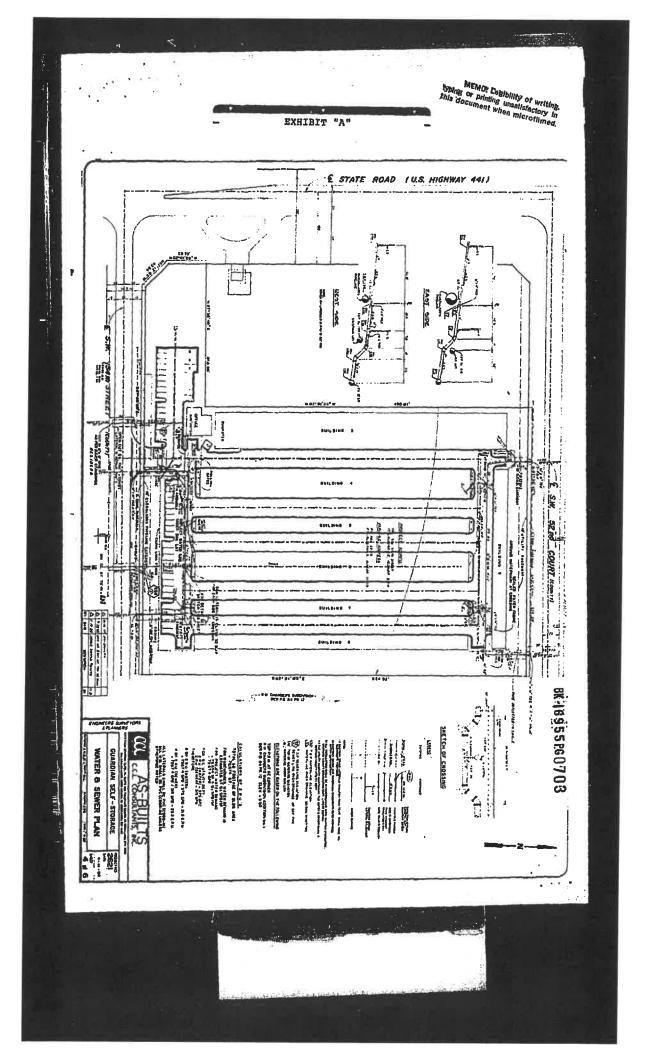
State of Florida

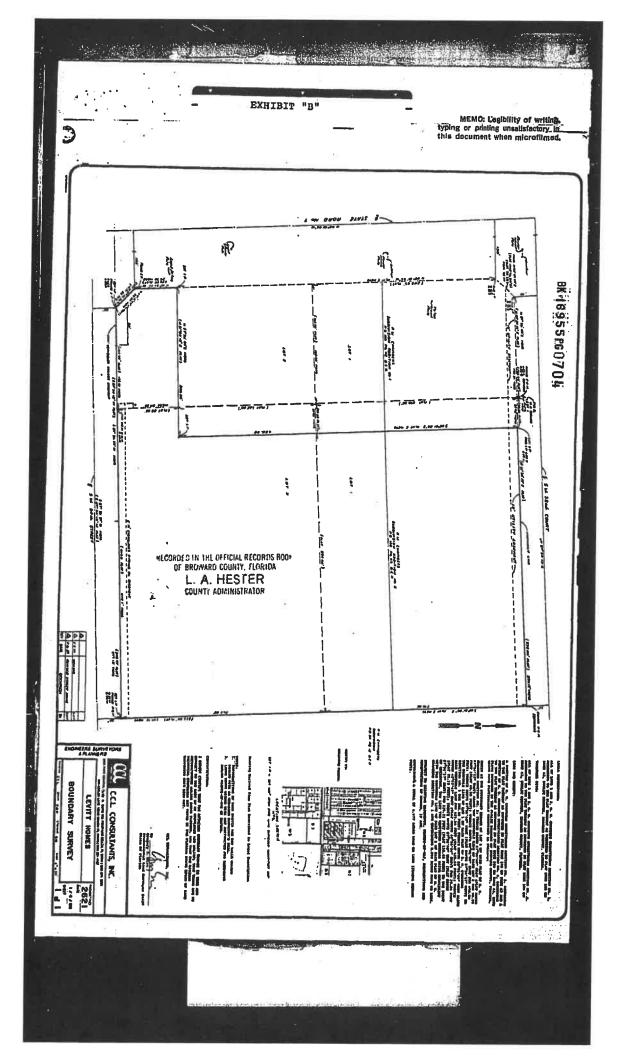
My commission expires:

HETARY FUELIC STATE OF FLORIDA INV OPERATION ON ADAC. 5,1052 BONDED THEN CARENAL INS. DAD.

BK-18955PG0702

SEDZOW KORN KAN & GLASER, R.A., CHOCKER PLAZA, SUITE 801, 5355 TOWN CENTER RD., BOCA RATON, FL 33486 + (305) 391-4900





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AGREEMENT TO PLACE A NOTATION ON PLAT

THIS IS an AGREEMENT between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns hereinafter referred to as "COUNTY";

AND

| | its 🛱 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| successors and assigns, hereinafter referred to as "DEVELOPER." | .uit |
| R. W. Chambers Subdivi WHEREAS, DEVELOPER is the owner of <u>Addition No. 2</u> as shown on the <u>Addition No. 2</u> which Plat was recorded in Plat Book 108 Plat, Plat No. 075-P which Plat was recorded in Plat Book 108 Plat, Page 43 , in Public Records of Broward County on <u>February 6</u> , 1981; an WHEREAS, the <u>Addition No. 2</u> Plat presently of | <u>L-</u> 79 the d |
| WHEREAS, the <u>Addition No. 2</u> Plat presently of contain a notation on the face of the Plat; and | loes |
| | 5 |
| WHEREAS, DEVELOPER has requested that a notation stating | |
| Plat is restricted to 80,739 square feet of self-storage | |
| warehouse excluding any commercial uses. | |
| with previously approved site plans. | and on ed |
| WHEREAS, the COUNTY has no objection to placing said notation he face of the plat, and the Board of County Commissioners has appro- uch a notation at its meeting of | 0ns |
| t. The above recitals and representations are true and correct. | |
| 2. COUNTY and DEVELOPER agree that by the recording of t | l his s Subdivi |
| 2. COUNTY and DEVELOPER agree that by the recording of t ocument a notation is hereby placed on the face of the $\frac{R}{sion}$. Addition lat to read as follows: | l his 's Subdivi n_No. 2 |
| ocument a notation is hereby placed on the face of the R. W. Chamber | s Subdivi n_No. 2 |
| ocument a notation is hereby placed on the face of the R. W. Chamber lat to read as follows: This plat is restricted to 80,739 square feet of self-storage | s Subdivi n_No. 2 |
| ocument a notation is hereby placed on the face of the R. W. Chamber lat to read as follows: This plat is restricted to 80,739 square feet of self-storage warehouse excluding any commercial uses. This note is require | s Subdivi n_No. 2 ed |
| ocument a notation is hereby placed on the face of the R. W. Chamber lat to read as follows: This plat is restricted to 80,739 square feet of self-storage warehouse excluding any commercial uses. This note is require by Chapter 5, ARticle IX, Broward County Code of Ordinances, o | s Subdivi n_No. 2 ed |
| ocument a notation is hereby placed on the face of the R. W. Chamber lat to read as follows: This plat is restricted to 80,739 square feet of self-storage warehouse excluding any commercial uses. This note is require by Chapter 5, ARticle IX, Broward County Code of Ordinances, of may be amended by agreement with Broward County. Approved BCC 6/7/88 4 13 | s Subdivi n_No. 2 ed |
| ocument a notation is hereby placed on the face of the R. W. Chamber lat to read as follows: This plat is restricted to 80,739 square feet of self-storage warehouse excluding any commercial uses. This note is require by Chapter 5, ARticle IX, Broward County Code of Ordinances, of may be amended by agreement with Broward County. Approved BCC 6/7/88 4 13 | s Subdivi n_No. 2 ed |
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| ocument a notation is hereby placed on the face of the <u>R. W. Chamber</u> lat to read as follows: This plat is restricted to 80,739 square feet of self-storage warehouse excluding any commercial uses. This note is require by Chapter 5, ARticle IX, Broward County Code of Ordinances, of may be amonded by agreement with Broward County. Approved BCC <u>6788</u> <u>473</u> Submitted By Burning F Thurspirm | s Subdivi n_No. 2 ed |
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3. COUNTY and DEVELOPER agree that the notation, set forth in Paragraph 2 above, on the face of the $\frac{R_{\rm add} W_{\rm L} Chamberg}{NO_{\rm L} 2}$ Subdivision has been clarify and limit the use of the $\frac{R_{\rm c}}{Mddition}$ No. 2

4. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

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COUNTY

ATTEST County dimistrator and Ex

Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS hairman To day of

Approved as to form and legality by Office of General Counsel for Broward County, Florida SUSAN F. DELEGAL, General Counsel Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (305) 357-7500

DAVID Assistant General Counsel

3K15573PG~277

STATE OF FLORIDA COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared <u>splitters</u> <u>Partition</u>, to me well known and known to me to be

)) 55.

AGREEMENT TO PLACE A NOTATION ON PLAT

the Chairman of the Board of County Commissioners of Broward County, 0 Florida, and who executed, the foregoing instrument, and acknowledged to ? 5 and before me that see executed said instrument for the purposes 3 therein expressed. / WITNESS my hand and official seal, this day of 1988. My commission explres: NOTARY FURLIC. STATE OF FLORIDA MY COMMISSION EXPIRES JAN. 23. 1990, HUNDED IMP NUTARY PUBLIC UNDER BUILD DEVELOPER WITNESS: L. D. CORPORATION OF BROWARD, INC. Elliott M. Wiener, President BK15573PG 278 19/1. day of une STATE OF FLORIDA SS. COUNTY OF PALM BEACH I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared __Elliott M. Wiener , to me well known and known to me to be the President of L. D. Corporation of Broward, Inc. and who executed the foregoing instrument, and acknowledged to and before me that _____he executed said instrument for the purposes therein expressed. WITNESS my hand and official seal, this $\underline{/3}$ day of 198V. Mart My commission expires: BETARY PUPLIC STATE OF FLOATER AT CONTINUES BEP UNTER FLOATER BUDGED THRU MERERS INCL. UN

elen all general and a strain and a

MORTGAGEE'S CONSENT AND ACKNOWLEDGMENT

The undersigned, Hollywood Federal Savings and Loan Association hereby certifies that it is the holder of a mortgage upon the parcel as shown on the $\begin{array}{c} R. & W_1 \\ \hline Addition & NO. & 2 \end{array}$ Plat, and does hereby consent to the foregoing Agreement to place a Notation on the R. W. Chambers Subdivision Addition No. 2 Plat.

WITNESS:

Michele Durlet

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION

Bv

STANLEY H. MCCALLA, JR., Vice President _8th_day of _____, 19_88.

(SEAL)

STATE OF FLORIDA) SS. COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly McCALLA, JR.____, to me well known and known to me to be the Vice President . of HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, and who executed the foregoing instrument, and acknowledged to and before me that _____he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 8th day of June 19_88.

My commission expires:

Notary Public, State of Florida My Commission Expires Nov. 7, 1990 Instead the tray fails - Interface Inc.

BAH:ed 9/2/86 #86-109

20 RECORDED HE THE REPORTED BE WRITE BOOK

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Michele Duril

OF BRUSYARD LUUNIN STUDIOA L. A. HESTER COUNTY ADMINISTRATOR

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AGREEMENT TO PLACE A NOTATION ON PLAT

THIS IS an AGREEMENT between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns hereinafter referred to as "COUNTY";

AND

L. D. CORPORATION OF BROWARD, INC. its successors and assigns, hereinafter referred to as "DEVELOPER."

| WHEREAS, DEVELOPER is the owner of <u>Parcel #1 and #2</u> , as shown on the <u>R. W. Chambers Subdivision</u> . ¹ Plat, Plat No. <u>074-Pl</u> , 79 which Plat was recorded in Plat Book <u>108</u> , Page <u>42</u> , in the | 701 88. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Public Records of Broward County onFebruary 6, 1981 ; and | S |
| Addition No. 1 WHEREAS, the R.W. Chambers Subdivision Plat presently does | Ą |
| Not contain a notation on the face of the Plat; and | 11:29 |

WHEREAS, DEVELOPER has requested that a notation stating _ Plat is restricted to 23,700 square feet of commercial space

be placed on the face of the Plat in order to have plat consistent with previously approved site plans.

; and

BK 15573PG 280

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die

WHEREAS, the COUNTY has no objection to placing said notation on the face of the plat, and the Board of County Commissioners has approved such a notation at its meeting of June 7 , 19 88 ;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct,

2. COUNTY and DEVELOPER agree that by the recording of this document a notation is hereby placed on the face of the R. W. Chambers Subdivision Plat to read as follows: Addition No. 1

This plat is restricted to 23,700 square feet of commercial. Retail shops and general business offices are not permitted. This note is required by Chapter 5, ARticle IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County. Approved BCC 6788 #72 Submitted By Plenning & Thurship

RETURN TO DOCUMENT CONTROL

3. COUNTY and DEVELOPER agree that the notation, set forth in Paragraph 2 above, on the face of the Addition No. 1 Plat shall clarify and limit the use of the Addition No. 1 Plat property.

4. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

________ signing by and through its _______ duly authorized to execute same.

COUNTY

Administrator Officio Clerk of the Board of

:

County Commissioners of Broward County, Florida

CCU.

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BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By day of 12m

Approved as to form and legality by Office of General Counsel for Broward County, Florida SUSAN F. DELEGAL, General Counsel Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (305) 357-7600

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By DAVID M. Assistant General Couns

STATE OF FLORIDA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Advise Porter, , to me well known and known to me to be

}) ss. AGREEMENT TO PLACE & NOTATION ON PLAT

the Chairman of the Board of County Commissioners of Broward County, Florida, and who executed the foregoing instrument, and acknowledged to and before me that <u>executed</u> said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30 day of

My commission expires: NOTARY PUBLIC, STATE OF FLORIDA My commission Expires JAN, 23, 1980, Bunges Thru Agtary Public Underweitere

DEVELOPER

WITNESS:

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THANKAN 11/ By Elliott M. Wiener, President

L. D. CORPORATION OF BROWARD, INC.

2 day of ______ 19/ .

Public

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STATE OF FLORIDA)] SS. COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared <u>Elliott M.</u> <u>Wiener</u>, to me well known and known to me to be the <u>President</u> of <u>L.D. CORPORATION OF BROWARD, INC</u>. and who executed the foregoing instrument, and acknowledged to and before me that <u>he</u> executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this $\underline{/3}$ day of $\underline{/}$ 19____.

My commission expires:

- Blaze val to bears to dutang te n ken turi set in 1980 ng ken 6 Nati John Mettin set ek

MORTGAGEE'S CONSENT AND ACKNOWLEDGMENT

The undersigned, Hollywood Federal Savings and Loan Association hereby certifies that it is the holder of a mortgage upon the parcel as shown on the R. W. Chambers Subdivisio Plat, and does hereby consent to the foregoing Agreement to place a Notation on the R. W. Chambers Subdivision Addition Plat.

WITNESS:

1

Michele Dwelet

HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION By SHALLAN JR., Vice President

8th day of June . 1988. (SEAL)

STATE OF FLORIDA)) SS. COUNTY OF PALM BEACH]

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared <u>STANLEY H.</u> ____, to me well known and known to me to be the MCCALLA, JR. Vice President . of HOLLYWOOD FEDERAL SAVINGS AND LOAN ASSOCIATION, and who executed the foregoing instrument, and acknowledged to and before executed said instrument for the purposes me that <u>he</u> therein expressed.

WITNESS my hand and official seal, this 8th day of ______ 1988.

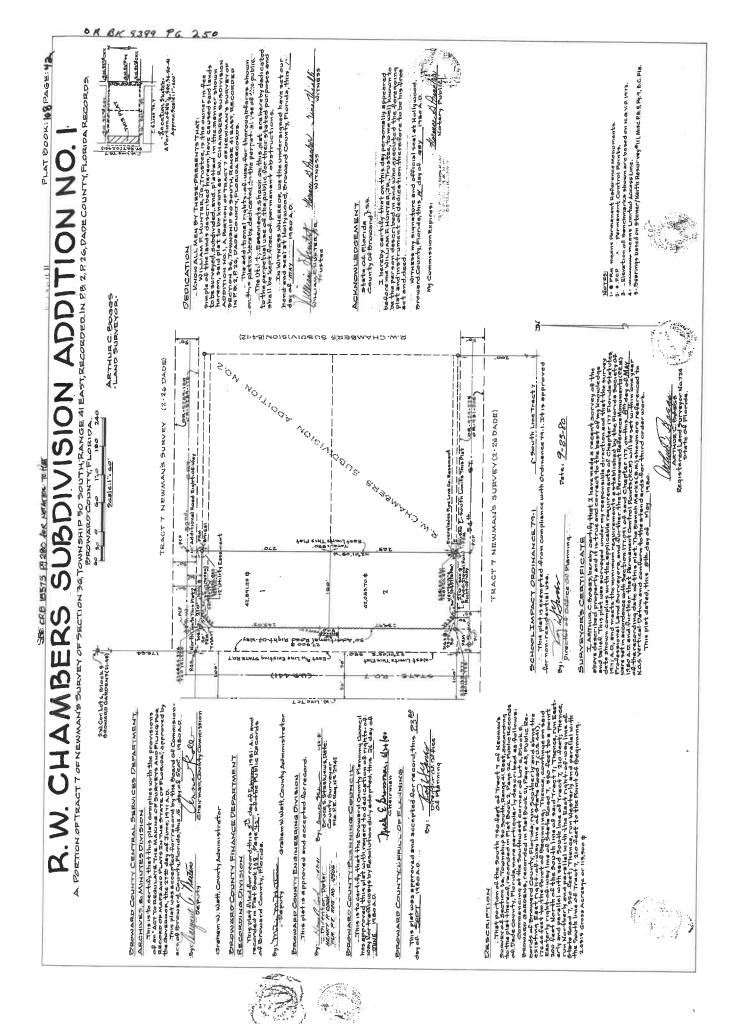
My commission expires:

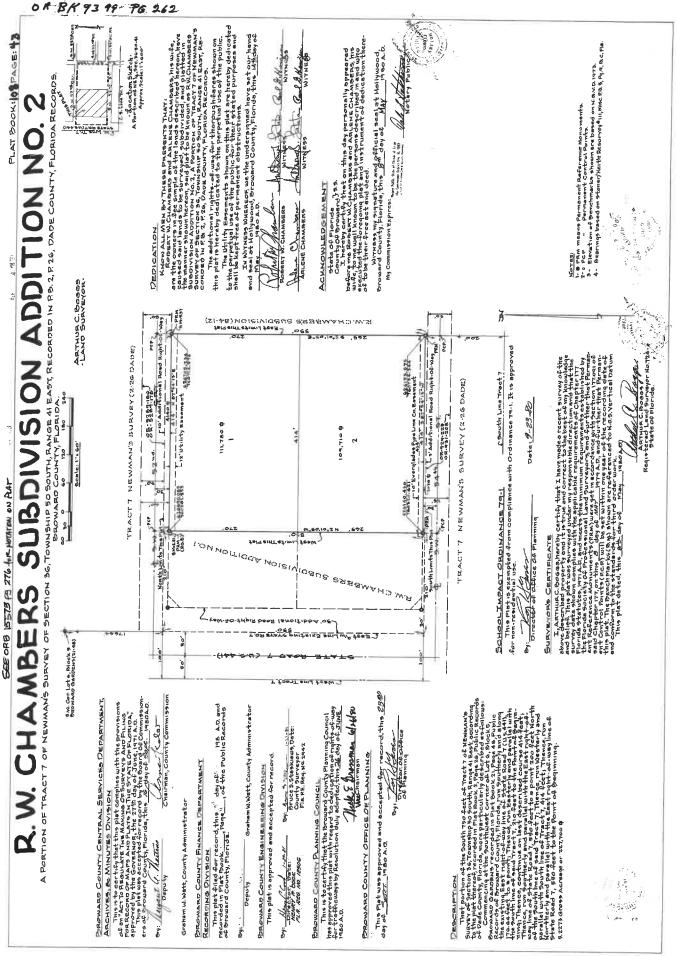
Notary Public, State of Florida My Com Commission Expires Nov. 7, 1990

BAH :ed 9/2/86 #86-109

Michele Dirlet BK 1 5573PG ~ 283

RECORDED IN THE OFFICIAL RECEEPS BOOK of BROWARD COUNTY FLORIDA L. A. HESTER COUNTY ADMAINGTRATOR





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|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Commercial Contract 1. PARTIES AND PROPERTY:BSD CAPITA | ALLLC/ or ASSIGNEE | The Keyes Company |
| | 2 agrees to buy and Daniel A. J | | ("Buyer") |
| | 3 agrees to sell the property at: | aramillo | ("Seller") |
| | 4 Street Address: 5300 S State Rd 7 Hollywood El 2004 a | | |
| | 5 | | |
| | Legal Description: R W CHAMBERS SUBDIVISION ADDITION NO | | |
| | CHAMBERS SUBDIVISION ADDITION NO 1 108-43 B LOT 1 W 4 | 0 1 108-42 B LOT 1,LOT 2 N 1 | BO TOG WITH R/W |
| | and the following Personal Property: | U,LOT 2 W 40 OF N 180 | |
| (| the televiting relation ribberty. | | |
| 10 | | | |
| 11 | (an encoded of a the Property) on the terms and cond | litions set forth below. | |
| 12 | | \$ | 8,600,660,00 |
| 13 | (a) Deposit held in escrow by: Rod A. Feiner, ("Escrow Agent") (checks are subject | , Esq. \$\$ | 400,000.00 |
| 14 | Escrow Agent's address: 1404 South Andrews Ave Ft. Lauderd | a bactural and timel collection) | |
| 15 16 17 18 19 20 | (b) Additional deposit to be made to Escrow Agent within days (3 days, if left blank) after completion of Digital within days after Effective Date (c) Additional deposit to be made to Escrow Agent within days (3 days, if left blank) after completion of Digital within days after Effective Date | ue Diligence Period or | |
| 21 | (d) Total financing (see Paragraph 5) | \$ | |
| 22 | (e) Other | \$ | |
| 23 24 25 | (f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be purchase wire transfer. | aid \$ | 4800 000 08 |
| 26 27 | For the purposes of this paragraph, "completion" means the end Buyer's written notice of acceptability. | | upon delivery of |
| 28 29 30 31 32 | 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION (and Buyer and an executed copy delivered to all parties on or before will be withdrawn and the Buyer's deposit, if any, will be returned. The 3 days from the date the counter offer Is delivered. The "Effective Dat last one of the Seller and Buyer has signed or initialed and deliver January 23, 2020 Calendar date will be used when | time for acceptance of any cou | nter offer will be |
| 33 34 | January 23, 2020 . Calendar days will be used when days or less. Time periods of 5 days or less will be computed without | computing time periods, except | ter offer or time periods of 5 |
| 34 35 36 | days or less. Time periods of 5 days or less will be computed without in holidays. Any time period ending on a Saturday, Sunday, or national le business day. Time is of the essence in this Contract. | ncluding Saturday, Sunday, or n gal holiday will extend until 5:00 | ational legal |
| 37 | and the state seconds in this contract. | | |
| 38 | 4. CLOSING DATE AND LOCATION: (a) Closing Date: This transaction will be closed on | 2020 on or Babaa | ta a marka ta sa |
| 39 40 | specifically extended by other provisions of this Contract. The Clo including, but not limited to Financing and Due Diligence periods. | | ing Date), unless ther time periods ing is suspended |
| | Buyer () () and Seller () () acknowledge receipt of a copy of this | | |
| | CC-6 Rev 9/17 | _ | 2017 Florida Realtons® |
| 686 | | • | Contraction in the second seco |

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
 the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in <u>BROWARD</u> County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING: 45 46 47 48 49 50 51 52 uyer will use good felth and reasonable diligence to (i) obtain Loan Approval within _____ 53 (Loren Approval Date), (ii) antisty terms and conditions of the Loan Approval, and un 54 te ken. Buyer will keep Seller and Broker fully informed about ioen amplication status and authorizes the mortgage oker and lender to disclose all even information to Seller and Broker. Buyer will notify Seller immediately upon blaining financing or being rejected by a landlar, CANCET LATION: If Buyer, after using good faith and reasonable 55 56 57 gence, fails to obtain Losn Approval by Leen Approval Date, Boyar may within _____ days (3 days if left blank) liver written notice to Setter stating Buyer either walves this financing contingency or cancels this Contract avyar does nother, then Setter may cancel this Contract by delivering written notice to Buyer at any time thereafter 58 59 60 ass this financing contingency has been waived, this Contract sh se conditions of Lean Applover related to the Property, CEPCo. 61 62 e used pood faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and meater either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or fore the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both thes will be released from all to the obtained. 65 66 rtias will be role 67 state dilicence as set forth above. Seller will be entitled to retain the Deposit(s) if the transaction 8R 69 strilsmant by the lender setting forth the term apprivation the tender to willing to make a perticular mortgage toan to a particular bity 70 71 6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by X statutory warranty 72 73 deed Special warranty deed C other , free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, 74 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other 75 76 matters to which title will be subject) N/A 77 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the 78 79 Property as

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) Seller's Elevent's expense and 80 81 days after Effective Date or at least 10 days before Closing Date deliver to Buyer (check one) 82 within [X] (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by 83 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase 84 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and 85 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. [] (ii.) an 86 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. 87 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed 88 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy 89 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or 90

SAS Buyer GL) and Seller CC-5 Rev 9/17

) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

CC-5 Rev 9/17 Seria#: 019365-309157-3793126 Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller 93 of title defects. Title will be deemed acceptable to Buyer If (1) Buyer fails to deliver proper notice of defects or (2) 94 Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice 95 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the 06 97 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the 98 scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days 99 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept 100 title subject to existing defects and close the transaction without reduction in purchase price. 101

- 102 (c) Survey: (check applicable provisions below)
- 103 X Seller will, within <u>15</u> days from Effective Date, deliver to **Buyer** copies of prior surveys, 104 plans, specifications, and engineering documents, if any, and the following documents relevant to this 105 transaction:
- 107
 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this

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 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the

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 date this Contract is terminated.

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 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine

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 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals

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 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will

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 accept the Property with existing encroachments I such encroachments will constitute a title defect to be

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 cured within the Curative Period.
- 115 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, 116 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller 117 makes no warranties other than marketability of title. In the event that the condition of the Property has materially 118 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a 119 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required 120 121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any 122 123 defects in the Property. (Check (a) or (b))

(a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
 condition.

(b) Due Diligence Period: Buyer will, at Buyer's expense and within days from Effective Date ("Due 128 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the 127 term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which 128 Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, 129 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision 130 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, 131 state and regional growth management and comprehensive land use plans; availability of permits, government 132 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground 133 water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to 134 Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property 135 is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in 136 its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the 137 Property at any time during the term of this Contract for the purpose of conducting inspections, upon reasonable 138 notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter 139 the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from 140 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from 141 liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer 142 143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the 144

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the 145 inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a 146 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that 147 Buyer's deposit will be immediately returned to Buyer and the Contract terminated. 148

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the 149 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and 150 151 to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any 152 business conducted on the Property in the manner operated prior to Contract and will take no action that would 153 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting 154 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted 155 156

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with 157 158 the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at 159 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 160 161 mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing 162 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and 163 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or 164 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances. 165

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable 166 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 167 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 168 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 169 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 170 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if 171 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or 172 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the 173 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the 174 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will 175 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the 176 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the 177 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, 178 mortgages and notes, security agreements, and financing statements. 179

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond 180 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance 181 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the 182 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due 183 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request 184 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing. 185

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 186 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 187 pay all installments due and payable on or before the Closing Date, with any Installment for any period extending 188 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 189 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 190 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 191 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 192 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 193 194 does not apply to condominium association special assessments.

195 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will 196 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply 197

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or 198 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the 199 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the 200 201 requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, 202 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the 203 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to 204 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent 205 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed 206 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator 207 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over 208 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all 209 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate 210 broker, Agent will comply with Chapter 475, Florida Statutes. In any sult in which Agent interpleads the escrowed items 211 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attomey's fees and costs 212 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs 213 214 in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged 215 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-216 217 complying party specifying the non-compliance. The non-complying party will have days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close. 218

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable 219 to each other for damages so long as performance or non-performance of the obligation, or the availability of services, 220 Insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. 221 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual 222 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the 223 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will 224 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this 225 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 226 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other 227 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract. 228 229

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit 230 will be returned in accordance with applicable Florida Laws and regulations. 231

232 **14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make 233 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby 234 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek 235 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the 236 237 brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) 238 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the 239 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek 240 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) 241 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without 242 243 waiving any remedy for Buyer's default.

- 15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the 244 prevailing party, which for purposes of this provision will include Buyer, Seiler and Broker, will be awarded reasonable 245 246 attomeys' fees, costs, and expenses.
- 16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or 247 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, 248 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) 249 250
- representing a party will be as effective as if given by or delivered to that party.

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251 17. DISCLOSURES:

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- (a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales 252 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of 253 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the 254 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not 255 attach to any interest in real property. This lien right cannot be walved before the commission is earned. 256
- (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special 257 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such 258 llens, if any, shall be paid as set forth in Paragraph 9(e). 259
- (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in 260 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that 261 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon 262 and radon testing may be obtained from your county public health unit. 263
- (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by 264 265 Section 553.996, Florida Statutes.

18. RISK OF LOSS: 266

- (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will 267 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to 268 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and 269 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim 270 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any 271 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of 272 273 the Buver.
- (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the 274 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this 275 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of 276 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at 277 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate 278 270
- with and assist Buyer in collecting any such award.
- 19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise X is not 280 assignable [] is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement 281 to the Seller at least 5 days prior to Closing. The terms "Buyer, " "Seller" and "Broker" may be singular or plural. This 282 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if 263 assignment is permitted). 284
- 20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. 285 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 286 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated 287 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or 288 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract 289 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be 290 construed under Florida law and will not be recorded in any public records. 291
- 21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a 292 licensed real estate Broker other than: 293 20.4 (a) Callaria Basta

| (a) Sener's Broker: | the second se | s Company | | CELSO GONZALEZ PA |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------|---------------------------------------|
| 2121 SW 3rd Ave Miam | | | 9548453439 | (Licenses) celsogonzalez@keyes.com |
| who 🗶 is a single agent 🗍 🗶 Seller 🗍 Buyer 🗌 both | ic a transactio | elephone, Fax, E-mall) In broker [] has no ant to [] a listing a | o brokerage relation agreement 🗌 othe | |
| (b) Buyer's Broker: | | s Company | | CELSO GONZALEZ PA |
| 2121 SW 3rd Ave Miami | | | 9548453439 | (Licensee) celsogonzalez@keyes.com |
| | Address, Te | elephone, Fax, E-mail) | | |
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| 3 34 | who is a single agent is a transaction broker in has no brokerage relationship and who will be compensated by Seller's Broker is Seller Buyer is both parties pursuant to an MLS offer of compensation of the (specify) (collectively referred to as "Broker") is compensation with |
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| 30 30 30 30 31 31 31 | Inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of |
| 31: | 3 22. OPTIONAL CLAUSES: (Check if any of the following clauses are and in the |
| 314 315 | |
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| 317 318 | (C) Property Inspection and Repair |
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| 345 346 | THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, FTC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER Buyer (L) (SAS) and Seller (L) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages. |
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| 354 355 356 357 | terms and each person executing this Contract and o to do so. | ty that is a business entity represents and warrants to the other to enter into and perform this Contract in accordance with its other documents on behalf of such party has been duly authorized |
| 358 | | Date: 01/23/2020 |
| | (Signature of Buyer | |
| 359 | GUY LEVINTIN/ BSD CAPITAL LLC (Typed or Printed Name of Buyer) | Tax ID No.: |
| 360 | Title: Manager Member | Telephone: |
| 361 | Shaan A Stand | Date: 01/23/2020 |
| 362 | | Tax ID No.; |
| 363 | Title: Manager Member | Telephone: |
| 364 | Buyer's Address for purpose of notice | |
| 365 | Facsimile: | Email: |
| 366 | (Signature of Seller) | Date: 1/23/020 |
| 367 | Daniel A. Jaramillo (Typed or Printed Name of Seller) | Tax ID No.: |
| 368 | Title: | Telephone: |
| 369 | (Signature of Seller) | - |
| 370 | (Typed or Printed Name of Seller) | Tax ID No.: |
| 371 | Title: | Telephone: |
| 372 | Seller's Address for purpose of notice: | |
| 373 | Facsimile: | |
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