

**CITY OF HOLLYWOOD, FLORIDA
DEPARTMENT OF DEVELOPMENT SERVICES
DIVISION OF PLANNING AND URBAN DESIGN**

DATE: April 13, 2021 **FILE:** 21-Z-04

TO: Planning and Development Board / Local Planning Agency

VIA: Leslie A. Del Monte, Planning Manager

FROM: Fitz Murphy, Planning Administrator

SUBJECT: CF & A Hill Family LTD requests a rezoning from Medium Intensity Industrial and Manufacturing District (IM-3) and Single Family (RS-6) to Medium-High Multiple Family (RM-18) (Town Hollywood Rezoning).

REQUEST:

Rezoning from Medium Intensity Industrial and Manufacturing District (IM-3) and Single Family (RS-6) to Medium-High Multiple Family (RM-18) (Town Hollywood Rezoning).

RECOMMENDATION:

Forward a recommendation to the City Commission as follows:

Rezoning: Approval.

REQUEST

The request is to Rezoning from Medium Intensity Industrial and Manufacturing District (IM-3) and Single Family (RS-6) to Medium-High Multiple Family (RM-18). The subject site comprises approximately 26.7 gross acres, currently used as agricultural land, is situated on the south side of Stirling Road, between Compass Way and South Bryan Road, and constitutes all two parcels, with the northern termination of North 24th Avenue being the most southern point. The southern parcel is bisected by the C-10 Canal. The intent of the rezoning is to *identify parcels on Stirling Road with inappropriate land uses or are inappropriately sized or shaped and provide incentives for improvement or relocation of the uses*, as suggested in the City's Comprehensive Plan. This also supports the City-Wide Master Plan policy to *support new housing and rehabilitation to replace deteriorating structures*. The current land use designation for a portion of the site is Single Family Residential permits residential use, however it does not allow for the future residential density proposed. The north portion of the site, designated Medium Intensity Industrial and Manufacturing, has never been developed as an industrial urban use. As a result, the loss of area will have minimal impact, and will not exhaust the twenty percent of the industrial land for those uses required by the City's Future Land Use Plan to be within a flexibility zone. The Medium-High Multiple Family Zoning designation in combination with the Land Use Plan Amendment (20-L-09)

will assist the future project to come into fruition. While the proposed rezoning will allow for a 481 units, the proposed underlying land use, Medium Residential, will limit the future development to a maximum 427 units.

The proposed Land Use Plan Amendment was reviewed by this board on July 23rd 2020 and was unanimously recommended for approval. The item was also unanimously approved on first reading at the Commission on August 26th, 2020, the Broward County Planning Council Planning on January 28th, 2021, and at first reading of the County Commission on March 9th, 2021. It is anticipated that the amendment will return to the City Commission in the fall of 2021 for second reading, following approvals from the State and County Commission.

The proposed Site Plan is currently under review by the Technical Advisory Committee and is anticipated to be on the board agenda in the Fall of 2021 following plat recordation.

SITE INFORMATION

Owner/Applicant:	CF & A Hill Family LTD
Address/Location:	Generally located on the south east corner of Stirling Road and Compass Way
Net Size of Property	26.1 acres
Gross Size of Property:	26.7 acres
Land Use:	Industrial (IND) Low Medium (10) Residential (LMRES)
Zoning:	Medium Intensity Industrial and Manufacturing (IM-3) Single Family (RS-6)
Existing Use of Land:	Ornamentals, Miscellaneous Agriculture
Year Built:	Not Applicable (Broward County Property Appraiser)
Proposed Land Use:	Medium (16) Residential (MRES) (20-L-09)
Proposed Zoning	Medium-High Multiple Family (RM-18)

ADJACENT LAND USE

North:	Regional Activity Center – Dania Beach
South:	Low Medium (10) Residential (LMRES)
East:	Parks and Recreation - Dania Beach Community Facility (COMFAC)
West:	Industrial (IND) General Business (GBUS)

ADJACENT ZONING

North:	Planned Mixed Use Development (PMUD) – Dania Beach
South:	Single Family District (RS-6)
East:	Open Space(OS) – Dania Beach Government Use (GU)
West:	Medium Intensity Industrial and Manufacturing District (IM-3) Low Intensity Industrial and Manufacturing District (IM-1) Single Family District (RS-6)

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Land Use Element

This proposed land use for this project is located in the Medium Residential Land Use area which is characterized by residential uses with a density between 10 and 16 units per gross acre. The goal of the Land Use Element is to *promote a distribution of land uses that will enhance and improve the residential, business, resort, and natural communities while allowing land owners to maximize the use of their property.* The surrounding community has a mix of commercial and vacant land.

Policy 3.2.16: *Identify parcels on Stirling Road with inappropriate land uses or are inappropriately sized or shaped and provide incentives for improvement or relocation of the uses. (CWMP Policy 7.2)*

Policy 3.2.18: *Define options and develop recommendations for redevelopment, non conformity, etc. along major transportation corridors, i.e.: Dixie Highway, US 1, Stirling Road, Griffin Road, Pembroke Road, US 441/SR 7 and Hollywood Boulevard. (CWMP Policy CW.6)*

Objective 4: *Maintain and enhance neighborhoods business, utilities, industrial and tourist areas that are not blighted.*

Policy 4.5: *Maintain the City of Hollywood Zoning Map and Zoning and Development Regulations that provide for compatibility of adjacent land uses by rezoning or strengthening buffering requirements between land uses.*

Policy 4.9: *Place a priority on protecting, preserving and enhancing residential neighborhoods while incorporating the unique characteristics of redevelopment areas. (CWMP Policy CW.15 and CW.19)*

CONSISTENCY WITH THE CITY-WIDE MASTER PLAN:

The project is located in Sub-Area 3, defined by Dixie Highway to the east, Interstate 95 to the west, Stirling Road to the north, and Pembroke Road to the south. This area includes the residential neighborhoods of Liberia/Oakwood Hills, North Central and South Central. The proposed project is consistent with the City-Wide Master Plan, based upon the following Guiding Principles and Policies.

Guiding Principle: *Promote the highest and best use of land in each sector of the City without compromising the goals of the surrounding community.*

Policy CW.15: *Place a priority on protecting, preserving and enhancing residential neighborhoods.*

Policy CW.44: *Foster economic development through creative land use, zoning and development regulations, City services and City policies.*

Policy CW.50: *Identify areas where buffers can be provided between residential and commercial/industrial uses and develop incentives to spur privately financed improvements.*

Policy CW.82: *Inventory vacant land and determine the potential for additional residential development*

Policy 3.39: *Support new housing and rehabilitation to replace deteriorated structures.*

Granting the request for rezoning will make the zoning designation consistent with the land use. The proposed zoning designation will allow for the construction of residential uses which will help to increase the housing stock in the City and assist in supporting the adjacent business community along Stirling Road.

APPLICABLE CRITERIA

Analysis of Criteria and Findings for Rezoning as stated in the City of Hollywood's Zoning and Land Development Regulations, Article 5.

CRITERIA 1: That the petition for a change of zoning district will not result in spot zoning or contract zoning.

ANALYSIS: The Citywide Master Plan encourages the identification of *areas where buffers can be provided between residential and commercial/industrial uses and develop incentives to spur privately financed improvements*. The 26.7 acre site is nestled in between commercial uses to the west and single family residential homes to the east. The request to change the land use to a medium intensity residential zoning creates the buffer identified and therefore cannot be considered spot zoning.

FINDING: Consistent

CRITERIA 2: The proposed change is consistent with and in furtherance of the Goals, Objectives and Policies of the Comprehensive Plan.

ANALYSIS: The rezoning will be in furtherance of the Comprehensive Plan, as it *Maintain[s] the City of Hollywood Zoning Map and Zoning and Development Regulations that provide for compatibility of adjacent land uses by rezoning or strengthening buffering requirements between land uses*. The proposed land use for the property designates the site as Medium (16) Residential and the request to change the zoning designation to Medium-High Multiple Family (RM-18) will bring it into compliance with the Comprehensive Plan. As such, the Board is compelled to provide a Zoning consistent with the proposed Land Use.

FINDING: Consistent

CRITERIA 3: That conditions have substantially changed from the date the present zoning district classification was placed on the property which make the passage of the proposed change necessary.

ANALYSIS: The property is generally located south of Stirling Road and east of Compass Way. Surrounding uses include single family residential, institutional and commercial. The Comprehensive Plan and the City-wide Master Plan specifically indicate the necessity to *identify parcels on Stirling Road with inappropriate land uses or are inappropriately sized or shaped and provide incentives for improvement or relocation of the uses*. The request to change the zoning is a direct response to the policy.

FINDING: Consistent

CRITERIA 4: The proposed change will not adversely influence living conditions in the neighborhood.

ANALYSIS: As the surrounding neighborhood includes single family residential to the east and commercial to the west, the proposed change will not adversely influence living conditions in the neighborhood. It will however, increase the housing stock and improve the neighborhood. The Technical Advisory Committee is currently reviewing a 420 unit residential development on the property if the zoning change is granted.

FINDING: Consistent

CRITERIA 5: That the proposed change is compatible with the development(s) within the same district/neighborhood.

ANALYSIS: The neighborhood to the south east consists primarily of single family homes, but also consists of a Planned Development of a similar scale. The requested rezoning will provide the desired buffer between the single family residential uses and commercial uses in the neighborhood. Additionally, the requested change will allow for additional residential which is compatible with existing uses and will help support the business community along Stirling Road.

FINDING: Consistent

Additional review will be required during the Site Plan approval process to ensure consistency with the Zoning and Land Development Regulations and the City's vision.

ATTACHMENTS

ATTACHMENT A: Application Package
ATTACHMENT B: Land Use and Zoning Map
ATTACHMENT C: Existing Zoning Regulations
ATTACHMENT D: Proposed Zoning Regulations

ATTACHMENT A

Application Package

PLANNING DIVISION



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

File No. (internal use only): _____

GENERAL APPLICATION



Tel: (954) 921-3471

Fax: (954) 921-3347

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

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

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

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

Documents and forms can be accessed on the City's website at

<http://www.hollywoodfl.org/DocumentCenter/Home/View/21>



APPLICATION TYPE (CHECK ONE):

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

Date of Application: _____

Location Address: TBD Stirling Road, Hollywood, FL 33020

Lot(s): _____ Block(s): _____ Subdivision: _____

Folio Number(s): 514204000110 (North Parcel) & 514204000120 (South Parcel)Zoning Classification: North: IM-3 & South: RS-6 Land Use Classification: North: IND & South: LMRES (10)Existing Property Use: Vacant/Nursery Sq Ft/Number of Units: VacantIs the request the result of a violation notice? () Yes ☒ No If yes, attach a copy of violation.Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): TAC 20-DJP-53 & LUPA 20-L-09

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

Explanation of Request: Rezoning to RM-18 - Please see the attached application package for further details on the proposed rezoning.

Number of units/rooms: Approximately 420 Units Sq Ft: ~ 950 SF AverageValue of Improvement: TBD Estimated Date of Completion: Final CO August 2023Will Project be Phased? () Yes ☒ No If Phased, Estimated Completion of Each Phase _____Name of Current Property Owner: CF & A Hill Family LTDAddress of Property Owner: 261 SW 13th Street, Dania Beach, FL 33004

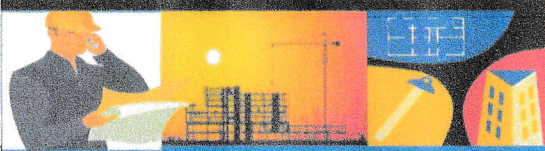
Telephone: _____ Fax: _____ Email Address: _____

Name of Consultant/Representative/Tenant (circle one): Greenspoon Marder LLP (Dennis D. Mele, Esq.)Address: 200 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301 Telephone: (954) 527-6209Fax: (954) 333-4282 Email Address: dennis.mele@gmlaw.com & cynthia.pasch@gmlaw.comDate of Purchase: 12/9/2019 Is there an option to purchase the Property? Yes () No ☒

If Yes, Attach Copy of the Contract. See attached recorded memorandum of lease

List Anyone Else Who Should Receive Notice of the Hearing: RD Stirling, LLCAddress: 315 S. Biscayne Blvd., Miami, FL 33131Email Address: bshewalter@relatedgroup.com & chris.hernandez@relategroup.com

PLANNING DIVISION



File No. (internal use only): _____

2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

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

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on 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: 1/19/2021PRINT NAME: CF & A Hill Family LTD (Jeanine L. Hill)

Date: _____

Signature of Consultant/Representative: _____

Date: 1/21/2021PRINT NAME: Dennis D. Mele, Esq.

Date: _____

Signature of Tenant: _____

DocuSigned by:

William Shewalter

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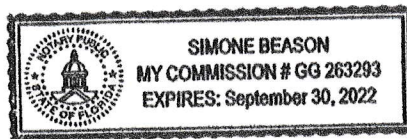
Date: 1/21/2021PRINT NAME: William A. ShewalterDate: 1/21/2021**Current Owner Power of Attorney**

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

Sworn to and subscribed before me
this 19th day of January

Notary Public

State of Florida

My Commission Expires: 09/30/2022 (Check One) ☒ Personally known to me; OR ☐ Produced Identification _____

Jeanine L. Hill
Signature of Current Owner

JEANINE L. HILL
Print Name

LEGAL DESCRIPTION: RD STIRLING plat

PORTIONS OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH PARCEL

COMMENCE AT THE NORTHEAST CORNER OF SAID WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 4; THENCE SOUTH 01°47'04" EAST ON THE EAST LINE OF SAID WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 4 FOR 53.00 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STIRLING ROAD (STATE ROAD 848) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'04" EAST ON SAID EAST LINE 334.63 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A" ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL C-10; THENCE ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 COURSES AND DISTANCES: 1) SOUTH 24°34'25" WEST 201.08 FEET; 2) SOUTH 62°39'15" EAST 30.04 FEET; 3) SOUTH 30°07'05" WEST 1,106.86 FEET; 4) NORTH 59°52'55" WEST 25.26 FEET TO THE WEST LINE OF SAID EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 4; THENCE NORTH 01°47'56" WEST ON SAID WEST LINE 1,367.95 FEET TO THE SOUTHWESTERLY CORNER OF THE ACCESS EASEMENT PARCEL DESCRIBED IN INSTRUMENT NO. 115045782, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE BEGINNING OF A NON-TANGENT CIRCULAR CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 01°24'52" EAST; THENCE ON THE BOUNDARY OF SAID ACCESS EASEMENT THE FOLLOWING 5 COURSES AND DISTANCES: 1) SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 33°41'33", FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; 2) SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 34°40'12", FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY; 3) NORTH 87°36'29" EAST 65.06 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; 4) NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'17", FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY; 5) NORTH 02°25'48" WEST 36.08 FEET TO THE INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF STIRLING ROAD (STATE ROAD 848); THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 7 COURSES AND DISTANCES: 1) NORTH 87°34'12" EAST 8.20 FEET; 2) NORTH 42°34'12" EAST 38.18 FEET; 3) NORTH 87°34'12" EAST 396.60 FEET; 4) SOUTH 02°25'48" EAST 2.00 FEET; 5) NORTH 87°34'12" EAST 7.00 FEET; 6) NORTH 02°25'48" WEST 2.00 FEET; 7) NORTH 87°34'12" EAST 75.63 FEET TO THE POINT OF BEGINNING.

AND:

SOUTH PARCEL

COMMENCE AT SAID REFERENCE POINT "A"; THENCE SOUTH 01°47'04" EAST ON SAID EAST LINE OF THE WEST ONE-HALF OF SAID NORTHEAST ONE-QUARTER FOR 377.37 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL C-10 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'04" EAST ON SAID EAST LINE 1,296.70 FEET; THENCE SOUTH 88°00'34" WEST ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID NORTHEAST ONE-QUARTER OF SECTION 4 FOR 669.29 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 4; THENCE NORTH 01°47'56" WEST ON THE

WEST LINE OF SAID EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 4 FOR 223.87 FEET TO THE INTERSECTION WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CANAL C-10; THENCE NORTH 30°07'05" EAST ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 1,266.55 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,131,546 SQUARE FEET (25.9767 ACRES), MORE OR LESS.

RD Stirling - Rezoning Justification Narrative

On behalf of CF & A Hill Family LTD (the "Applicant"), please accept this request for consideration of the proposed rezoning application. The Applicant owns two parcels totaling approximately 26.7 gross acres with a C-10 canal separating the parcels. The subject property is generally located on the South side of Stirling Road approximately 1,300 feet East of Interstate-95 ("Subject Property") in the City of Hollywood ("City"). The Subject Property does not contain any structures and is currently in use as a tree nursery.

The Applicant previously submitted an application for a change in the land use designation from Commerce (County)/Industrial (City) and Low-Medium (10) Residential to the Medium (16) Residential land use designation. The proposed land use plan amendment will allow the developer ("RD Stirling LLC") to construct a multi-family residential development with a maximum of 427 dwelling units on the Subject Property. The proposed site plan for the Subject Property proposes 420 dwelling units.

The northern parcel is currently zoned Industrial/Manufacturing Medium ("IM-3"), and the southern parcel is currently zoned Single Family ("RS-6"). Pursuant to Article 4, Sections 4.1 and 4.4 of the City's Zoning Land Use and Development Regulations ("Code"), the IM-3 and RS-6 zoning districts do not permit the multi-family residential development use desired by the Applicant. As such, the Applicant is proposing to rezone the Subject Property from IM-3 and RS-6 to the Medium-High Multifamily RM-18 ("RM-18"). This proposed rezoning is consistent with the land use plan amendment application currently being processed for the Subject Property. The Applicant requests that this rezoning be processed concurrently with the proposed land use plan amendment and acknowledges that the rezoning cannot be approved by the City Commission until after the land use plan amendment is approved.

1. That the petition for a change of zoning district will not result in spot zoning or contract zoning;

The proposed rezoning will not result in spot zoning or contract zoning. A Planned Mix Use Development currently exists to the North of the Subject Property across Stirling Road in the City of Dania Beach. The adjacent area East of the Subject Property is zoned Open Space and Governmental Use, the adjacent area West of the Subject Property is zoned Industrial/Manufacturing IM-1 and IM-3, and the adjacent area South of the Property is zoned Single Family RS-6. A residential neighborhood exists to the Southeast of the Subject Property to the South of Attucks Middle School.

Additionally, a site plan is currently approved for future construction of a 302-unit multi-family residential development located across Stirling Road to the Northeast of the Subject Property at 150 S. Bryan Road in the City of Dania Beach. The surrounding land use, zoning and existing uses provide for a variety of uses in the area. The proposed rezoning is consistent with the character of development in the area and does not result in spot zoning or contract zoning.

2. That the proposed change is consistent with, and in furtherance of the Goals, Objectives, and Policies of the City's Comprehensive Plan;

The proposed rezoning is consistent with the goals, objectives, and policies of the land use element of the City's Comprehensive Plan. The previously submitted land use plan amendment application to change land use designation to Medium (16) Residential will allow RD Stirling LLC to construct a multi-family residential development of with a maximum of 427 dwelling units on the Subject Property. The proposed rezoning to the RM-18 zoning district is consistent with the proposed land use designation and the following goals, policies, and objectives of the City's Comprehensive Plan.

- GOAL – Promote a distribution of land uses that will enhance and improve the residential, business, resort, and natural communities while allowing land owners to maximize the use of their property.
- OBJECTIVE 1 - Coordinate future land uses with available public facilities, soil conditions, topography, natural resources, and endangered species.
- Policy 1.3: Maintain the City Code or Zoning and Development regulations to require that all new and existing unsewered development, where practical and financially feasible, including new residential units, be connected to the sewer system.
- OBJECTIVE 1.1 – The City shall work with and assist the Broward County Office of Urban Planning and Redevelopment and the Broward County Metropolitan Planning Organization toward increasing transit usage.
- Policy 8.12: The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and City land use plans.
- GOAL - To provide an adequate supply of decent, safe, and sanitary housing that is affordable to present and future residents of Hollywood.

For these reasons, the proposed rezoning of the Property is consistent with the City's Comprehensive Plan.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property which make the passage of the proposed change necessary;

The Subject Property is currently vacant and unimproved land. The surrounding area is dominated by commercial, community facilities, and residential land uses with existing residential development to the southeast of the Subject Property. The Applicant is requesting this rezoning to permit the development of a quality residential community consistent with development within the area. The City has and continues to experience an increase in population since the Subject Property was zoned IM-3 and RS-6. This rezoning is necessary to accommodate the population growth that the City is experiencing at this time .

4. The proposed change will not adversely influence living conditions in the neighborhood; and

The proposed rezoning will allow RD Stirling LLC to develop a vacant parcel into an attractive residential development and provide additional housing options within the City. This rezoning will improve conditions in the neighborhood by providing additional residential housing options in a manner compatible with the nearby commercial developments and residential uses. The proposed rezoning and development is designed with consideration of adjacent drainage and natural features as well as neighboring developments. RD Stirling LLC and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed rezoning will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

5. That the proposed change is compatible with the development(s) within the same district/neighborhood.

As mentioned above, the proposed rezoning is compatible with the development(s) within the same district/neighborhood. A Planned Mix Use Development currently exists to the North of the Subject Property across Stirling Road in the City of Dania Beach. Residential development exists to the south and east of the Subject Property South of Attucks Middle School. Further, a site plan is currently approved for future construction of a 302-unit multi-family residential development located across Stirling Road to the Northeast of the Subject Property at 150 S. Bryan Road in the City of Dania Beach. The proposed rezoning to RM-18 is compatible and consistent with development in the surrounding area and will allow the Applicant to develop a multi-family residential development.

We respectfully request that you consider this proposed rezoning application and the attached application materials. Please contact me at (954) 527-6258 should you have any questions related to this request.



December 16, 2019

Dennis D. Mele, Esquire
Greenspoon Marder, LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

Dear Mr. Mele:

Re: Platting requirements for a parcel generally described as a portion of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 51 South, Range 42 East, said lands situate, lying and being in Broward County, Florida, less a portion for canal right-of-way. This parcel is generally located on the south side of Stirling Road, between Oakwood Boulevard and North 22 Avenue, in the City of Hollywood.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for a proposed multi-family residential development on the above referenced parcel.

Planning Council staff has determined that **platting would be required** by Policy 2.13.1 of the Broward County Land Use Plan. As per the criteria of Policy 2.13.1, platting is required for the issuance of building permits when constructing a non-residential or multi-family building unless all of the following conditions are met:

- a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;
- b. The lot or parcel has been specifically delineated in a recorded plat;
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.

The subject parcel is greater than 10 acres (approximately 26 acres) in size and, therefore, **does not** meet the less than 10-acre platting exemption. Further, the parcel **does not** meet the specifically delineated requirement. A lot or parcel which has been specifically delineated in a recorded plat is one which can be described solely by reference to a plat and one or more identifying numbers such as a block and lot number. For example, Lot 5, Block 3, of John Doe Subdivision. The description of a "portion of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 51 South, Range 42 East," is an example of a parcel which is not specifically delineated.

Dennis D. Mele
December 16, 2019
Page Two

It is recommended that you contact Broward County's Planning and Development Management Division at 954-357-6666, regarding the platting process.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Diego Munoz, Planner, at your convenience.

Respectfully,



Barbara Blake Boy
Executive Director

BBB:DBM

cc: Dr. Wazir Ishmael, City Manager
City of Hollywood

Shiv Newaldass, Director, Development Services
City of Hollywood



The School Board of Broward County, Florida
PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION

PLAT

SBBC-2971-2020

County Number: 029-MP-20 Municipality Number: TBD
RD Stirling

November 20, 2020



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION PLAT

PROJECT INFORMATION	NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date: November 20, 2020	Single-Family:		Elementary: 81
Name: RD Stirling	Townhouse:		Middle: 47
SBBC Project Number: SBBC-2971-2020	Garden Apartments: 420		
County Project Number: 029-MP-20	Mid-Rise:		High: 52
Municipality Project Number: TBD	High-Rise:		
Owner/Developer: CF & A Hill Family, Ltd	Mobile Home:		Total: 180
Jurisdiction: Hollywood	Total: 420		

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Bethune, Mary M.	1,106	1,217	413	-804	-43	33.9%	81
Attucks	1,227	1,350	823	-527	-24	61.0%	48
South Broward	2,289	2,518	2,354	-164	-8	93.5%	72

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				20/21	21/22	22/23	23/24	24/25
Bethune, Mary M.	494	-723	40.6%	394	401	406	409	412
Attucks	871	-479	64.5%	832	854	878	887	904
South Broward	2,426	-92	96.3%	2,338	2,272	2,286	2,300	2,314

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to apply individual charter school enrollment impacts against school facility review processes.

*This number represents the higher of: 100% gross capacity or 110% permanent capacity. **The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				20/21	21/22	22/23
Avant Garde Academy	750	884	134	884	884	884
Avant Garde K-8 Broward	1.050	1.014	-36	1.014	1.014	1.014

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Bethune, Mary M.	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Attucks	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
South Broward	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The benchmark enrollment count taken on the first Monday following Labor Day is used to apply individual charter school enrollment impacts against school facility review processes.

Comments

According to the application, no units are on the site. The application proposes 420 (three or more bedroom) garden apartment units, which are anticipated to generate 180 (81 elementary, 47 middle and 52 high school) students.

Please be advised that this application was reviewed utilizing 2019/20 school year data because the current school year (2020/21) data will not be available until updates are made utilizing the Benchmark Day Enrollment Count. The school Concurrency Service Areas (CSA) serving the project site in the 2019/20 school year include Mary Bethune Elementary, Attucks Middle and South Broward High Schools. Based on the Public School Concurrency Planning Document (PSCPD), these schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of: 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project and approved and vested developments anticipated to be built within the next three years (2019/20- 2021/22), these schools are expected to maintain their current status through the 2020/21 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment.

The charter schools located within a two-mile radius of the site in the 2019/20 school year and their associated data are depicted above. Students returning, attending or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle and high schools impacted by a charter school until the charter school reaches full enrollment status.

To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County. Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2020/21 to 20224/25 regarding pertinent impacted schools are depicted above.

This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for 180 days for a maximum of 420 (three or more bedroom) garden apartment units and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on May 18, 2021. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Upon the District's receipt of sufficient evidence of final approval which shall minimally specify the number, type and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project.

Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.

SBBC-2971-2020 Meets Public School Concurrency Requirements

☒ Yes ☐ No

Reviewed By:

11/20/2020

Date

Lisa Wight

Signature

Lisa Wight

Name

Planner

Title



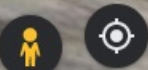




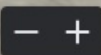




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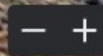
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[Report a problem](#)

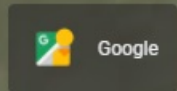


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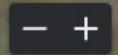


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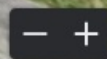


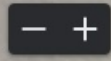
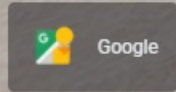
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© 2021 Google

Camera: 3 m











CHICAGO TITLE INSURANCE COMPANY

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

PROPERTY INFORMATION REPORT

LEASEHOLD

File Number: 8122200 Revised Reference: 137195.024100

Provided for: **Greenberg Traurig, P.A.**
Attention: Dawn Rosario
333 S.E. 2nd Avenue
Suite 4400
Miami, Florida 33131

CHICAGO TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida from Earliest Public Records to September 30, 2020 at 11:00 p.m. on the land described:

PARCEL 1:

THE NORTHEAST QUARTER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 53 FEET THEREOF FOR RIGHT-OF-WAY OF STIRLING ROAD AND ALSO LESS AND EXCEPT THE FOLLOWING FOUR PARCELS:

LESS OUT 1:

RIGHT-OF-WAY PARCEL CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 115045782, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE NORTH 87°34'12" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF WAY MAP, SECTION 86016-2500, A DISTANCE OF 190.60 FEET;

THENCE SOUTH 42°34'12" WEST A DISTANCE OF 38.18 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 117.00 FEET;

THENCE NORTH 47°25'48" WEST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 31.73 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A";

THENCE NORTH 01°48'33" WEST ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

LESS OUT 2:

SIGNAL POLE PARCEL CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 115045782, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A SIGNAL POLE PARCEL BEING A PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE NORTH $87^{\circ}34'12''$ EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF WAY MAP, SECTION 86016-2500, A DISTANCE OF 587.20 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE CONTINUE NORTH $87^{\circ}34'12''$ ESAT ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET;

THENCE SOUTH $02^{\circ}25'48''$ EAST A DISTANCE OF 2.00 FEET;

THENCE SOUTH $87^{\circ}34'12''$ WEST A DISTANCE OF 7.00 FEET;

THENCE NORTH $02^{\circ}25'48''$ WEST A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

LESS OUT 3:

CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 4, BEAR SOUTH $1^{\circ}46'57''$ EAST, ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH $24^{\circ}34'20''$ WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH $62^{\circ}39'20''$ EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH $30^{\circ}07'$ WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH $59^{\circ}53'$ WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION; THENCE, SOUTH $1^{\circ}47'55''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH $30^{\circ}07'$ EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION; THENCE, NORTH $1^{\circ}46'57''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

LESS OUT 4:

ACCESS

A PARCEL OF LAND BEING A PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE SOUTH 01°48'33" EAST ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE SOUTH 01°48'33" EAST ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 01°24'52" EAST INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY;

THENCE NORTH 87°36'29" EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 02°25'48" WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 108.80 FEET;

THENCE NORTH 47°25'48" WEST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1:
CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE, NORTH 1°46'57" WEST,

ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

PARCEL 3:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1:
CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 4, BEAR SOUTH $1^{\circ}46'57''$ EAST, ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH $24^{\circ}34'20''$ WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH $62^{\circ}39'20''$ EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH $30^{\circ}07'$ WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH $59^{\circ}53'$ WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION; THENCE, SOUTH $1^{\circ}47'55''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH $30^{\circ}07'$ EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION; THENCE, NORTH $1^{\circ}46'57''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND BEING A PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE SOUTH $01^{\circ}48'33''$ EAST ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE SOUTH $01^{\circ}48'33''$ EAST ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S. $01^{\circ}24'52''$ E INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $33^{\circ}41'33''$ AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $34^{\circ}40'12''$ AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY;

THENCE NORTH 87°36'29" EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE NORTH 02°25'48" WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 108.80 FEET;

THENCE NORTH 47°25'48" WEST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 87°34'12" WEST A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

Folio No.: 5142 04 00 0110, 5142 040 00 0112, and 5142 04 00 0120

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

Warranty Deed filed June 25, 2019, recorded under Instrument No. 115890741, from Jeanine Louise Hill, individually, and as Successor Trustee of the Anita M. Hill Amended and Restated Revocable Trust Dated April 20, 2006, to CF & A Hill Family Ltd., a Florida limited family partnership.

Warranty Deed filed June 25, 2019, recorded under Instrument No. 115890742, from Jeanine Louise Hill, Successor Trustee of the Clinton F. Hill Revocable Trust Agreement Dated August 1, 1990, f/b/o Anita M. Hill, Non-Qtip Trust, to CF & A Hill Family Ltd., a Florida limited family partnership.

Warranty Deed filed December 9, 2019, recorded under Instrument No. 116222494, from Jeanine Louise Hill, a single woman, Individually and as Successor Trustee of the Clinton F. Hill Revocable Trust Agreement Dated August 1, 1990, f/b/o Anita M. Hill, Non-Qtip Trust, to CF & A Hill Family Ltd., a Florida limited family partnership.

Quit Claim Deed filed December 9, 2019, recorded under Instrument No. 116222495, from Jeanine Louise Hill, a single woman, Jeffery L. Hill, a married man, Rhea Rivers, a married woman, and K. Sue Whittaker, a single woman, to CF & A Hill Family Ltd., a Florida limited family partnership.

Trustee Affidavit filed December 9, 2019, recorded under Instrument No. 116222496, from Jeanine Louise Hill.

Special Warranty Deed filed January 24, 2018, recorded under Instrument No. 114849262, from CF & A Hill Family Ltd., a Florida limited partnership, to Stirling Access, LLC, a Florida limited liability company.

Corrective Special Warranty Deed filed June 25, 2019, recorded under Instrument No. 115890740, from CF & A Hill Family Ltd., a Florida limited partnership, to Stirling Access, LLC, a Florida limited liability company.

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

INSTRUMENT

FILED

BOOK/PAGE

1. MEMORANDUM OF LEASE
AGREEMENT

July 12, 2019

#115926478

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS COVERING CAPTION PROPERTY

2. EASEMENT

October 28, 1971

4654/184

3. ORDINANCE NO. 2002-61

November 21, 2002

34145/1891

4. DECLARATION OF EASEMENT

January 25, 2018

#114851500

Name Search on the Fee Simple Title Owner only:

CF & A HILL FAMILY LTD.

STIRLING ACCESS, LLC

LESSEE:

RD STIRLING, LLC

And found the following:

NOTHING FOUND

PROPERTY INFORMATION REPORT

FILE NUMBER: 8122200 Revised

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

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

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

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

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

THERE IS EXCEPTED FROM THIS CERTIFICATE

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

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 7th day of October, 2020.

CHICAGO TITLE INSURANCE COMPANY

By _____



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

Prepared By:
WILSON C. ATKINSON, III, ESQUIRE
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying Nos. : 514204-00-0110; 514204-00-0120

WARRANTY DEED

THIS WARRANTY DEED is made this 25 day of June, 2019, between JEANINE LOUISE HILL, individually, and as Successor Trustee of the ANITA M. HILL AMENDED AND RESTATED REVOCABLE TRUST DATED APRIL 20, 2006, hereinafter called the "Grantor", and CF & A HILL FAMILY LTD., a Florida limited family partnership, whose post office address is 261 SW 13 Street, Dania Beach, FL 33004, hereinafter called the Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, the real property hereinafter described, and rights and interest in said real property located in the County of Broward, State of Florida, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A")

Note: The purpose of this Warranty Deed is to convey to Grantee any remaining interest Grantor has in the subject property as intended by the terms of the Trust; thus, only minimal documentary stamps are required.

Subject to taxes for the year 2019 and subsequent years; covenants, restrictions and public utility easements of record; and existing zoning and governmental regulations.

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

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

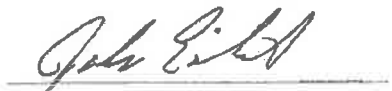
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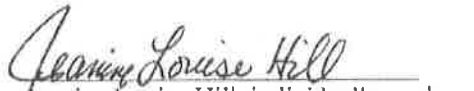
**(Wherever used herein the terms "Grantor" and "Grantee" shall include all parties to this instrument, the singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and other legal entities, wherever the context so admits or requires.)*

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:


Name: John Eichenhart
(type or print)


Name: Wilton C. Atkinson
(type or print)


Jeanine Louise Hill, individually, and
as Successor Trustee of the Anita M. Hill
Amended and Restated Revocable Trust
Dated April 20, 2006
Post Office address:

261 SW 13th Street

Dania Beach, FL 33004

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 25 day of Sept, 2019, JEANINE LOUISE HILL, individually, and as Successor Trustee of the ANITA M. HILL AMENDED AND RESTATED REVOCABLE TRUST DATED APRIL 20, 2006, to me ☒ personally known or ☐ produced identification. Type of identification produced: _____


Name: _____
Notary Public
My Commission Expires: _____



WILSON C. ATKINSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233078
Expires 10/24/2022

1789597v1 303024.0001

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 53 FEET THEREOF FOR RIGHT-OF-WAY OF STIRLING ROAD

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

PARCEL 3:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

Prepared By:
WILSON C. ATKINSON, III, ESQUIRE
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No. : 514204-00-0110; 514204-00-0120

WARRANTY DEED

THIS WARRANTY DEED is made this 25 day of June, 2019, between JEANINE LOUISE HILL, Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 f/b/o ANITA M. HILL, NON-QTIP TRUST, hereinafter called the "Grantor", and CF & A HILL FAMILY LTD., a Florida limited partnership, whose post office address is 261 SW 13 Street, Dania Beach, FL 33004, hereinafter called the Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, the real property hereinafter described, and rights and interest in said real property located in the County of Broward, State of Florida, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A")

Note: The purpose of this Warranty Deed is to convey to Grantee any remaining interest Grantor has in the subject property as intended by the terms of the Trust; thus, only minimal documentary stamps are required.

Subject to taxes for the year 2019 and subsequent years; covenants, restrictions and public utility easements of record; and existing zoning and governmental regulations.

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

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

1789603v1 303024.0001

(Wherever used herein the terms "Grantor" and "Grantee" shall include all parties to this instrument, the singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and other legal entities, wherever the context so admits or requires.)

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

Name: John Eichant
(type or print)

Name: Wilbur C. Atkinson
(type or print)

Jeanine Louise Hill
Jeanine Louise Hill, as Successor Trustee
of the Clinton F. Hill Revocable
Trust Agreement dated August 1, 1990
f/b/o Anita M. Hill, Non-Qtip Trust
Post Office address:

261 SW 13th Street

Dania Beach, FL 33004

STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 25 day of June, 2019, JEANINE LOUISE HILL, Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 f/b/o ANITA M. HILL, NON-TIP TRUST, to me ✓ personally known or ___ produced identification. Type of identification produced: _____

Name: _____
Notary Public
My Commission Expires: _____
Commission No.: _____



WILSON C. ATKINSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233076
Expires 10/24/2022

1789603v1 303024.0001

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 53 FEET THEREOF FOR RIGHT-OF-WAY OF STIRLING ROAD

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

PARCEL 3:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

Prepared By:
WILSON C. ATKINSON, III, ESQUIRE
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No. : (See attached Exhibit "A")

WARRANTY DEED

THIS WARRANTY DEED is made this 4 day of December, 2019, between JEANINE LOUISE HILL, a single woman, Individually, and as Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 I/h/o ANITA M. HILL, NON-QTIP TRUST, hereinafter called the "Grantor", and CF & A HILL FAMILY LTD., a Florida limited partnership, whose post office address is 261 SW 13 Street, Dania Beach, FL 33004, hereinafter called the Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, the real property hereinafter described, and rights and interest in said real property located in the County of Broward, State of Florida, to wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A")

Note: The purpose of this Warranty Deed is to convey to Grantee any remaining interest Grantor has in the subject property as intended by the terms of the Trust; thus, only minimal documentary stamps are required.

Subject to taxes for the year 2019 and subsequent years; covenants, restrictions and public utility easements of record; and existing zoning and governmental regulations.

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

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

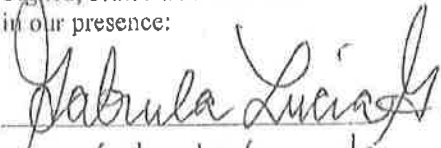
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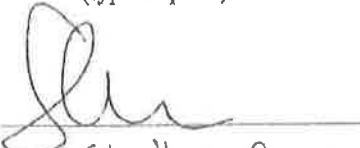
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**(Wherever used herein the terms "Grantor" and "Grantee" shall include all parties to this instrument, the singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and other legal entities, wherever the context so admits or requires.)*

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:


Name: Gabriela Gonzalez
(type or print)


Name: Shelley Chan
(type or print)


Jeanine Louise Hill, as Successor Trustee
of the Clinton F. Hill Revocable
Trust Agreement dated August 1, 1990
f/b/o Anita M. Hill, Non-Qtip Trust
Post Office address:

261 SW 13th Street

Dania Beach, FL 33004

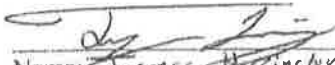
STATE OF FLORIDA

COUNTY OF BROWARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 4th day of December, 2019, JEANINE LOUISE HILL, Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 f/b/o ANITA M. HILL, NON-TIP TRUST, to me personally known or ☒ produced identification. Type of identification produced: FL DL



Tyrence Harrington
State of Florida
My Commission Expires 08/03/2023
Commission No. GG 341447


Name: Tyrence Harrington
Notary Public
My Commission Expires: 08/03/2023
Commission No.: GG 341447

1789603v1 303024 0001

EXHIBIT 'A'

PARCEL I:

West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 35, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida, as recorded in Deed Book 505, Page 193, Broward County Public Records.

Tax ID No.: 5042 35 00 0260

PARCEL II:

The West 100' of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 50 South, Range 42 East; Less the South 53 feet for Road Right-of-Way, said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 33 00 0390

PARCEL III:

West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 35, Township 50 South, Range 42 East; AND ALSO, the Southeast quarter of the Northwest quarter of the Northeast quarter; the northeast quarter of the Northwest quarter of the Northeast quarter; and the Northeast quarter of the Southwest quarter of the Northeast quarter; all lying South of and East of Drainage Canal in Section 4, Township 51 South, Range 42 East, as recorded in Deed Book 651, Page 98, Broward County Public Records.

Tax ID 5142 04 00 0110

Tax ID 5142 04 00 0120

PARCEL IV:

The North 132 feet of the South 570 feet of the East 100 feet of the West 340 feet of Tract 12 in Block 4 of MARSHALL'S EVERGLADES SUBDIVISION, in Section 29, Township 50 South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2 at Page 32, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 03 0041

Tax ID No. 5042 03 0040

PARCEL V:

The West half of the Northwest quarter of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, said land situate and being in the County of Broward, State of Florida, as recorded in Official Record Book 1740, Page 399, Broward County Public Records.

Tax ID No. 5042 33 00 0381

PARCEL VI:

Lot 19, Block 24, NORTH HOLLYWOOD, according to the Plat thereof as recorded in Plat Book 4, Page 1 of the Public Records of Broward County, Florida.

Tax ID No. No. 5142 03 102720

PARCEL VIII:

The SW 1/4 of SW 1/4 of SE 1/4 of SW 1/4 of Section 33, Township 50 South, Range 42 East, excepting therefrom the West 100 feet, the South 53 feet and the North 163 feet of the South 216 feet thereof.

Also the East 10 feet of the West 110 feet of the North 163 feet of the South 216 feet of the SW 1/4 of SW 1/4 of SE 1/4 of SW 1/4 of Section 33, Township 50 South, Range 42 East, all of said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 33 00 0400

PARCEL IX:

All that part of the North half of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, less that portion described as follows:

BEGINNING at the Southeast corner of said North half of the Southeast quarter of the Southwest quarter; thence run West along the South line thereof a distance of 841.59 feet; thence run northerly along a curve to the left having a radius of 5629.65 feet, and arc distance of 669.98 feet to the North line of said North half of Southeast quarter of Southwest quarter; thence run east along said north line a distance of 812.94 feet to the Northeast corner of said North half of Southeast quarter of Southwest quarter, thence run South along the East line thereof to the point of beginning; said lands situate, lying and being in Broward County, Florida.

Also described as: All that part of the North half of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, lying West of State Road No. 9 right-of-way.

Tax ID No. 5042 33 00 0360

PARCEL X:

Tract 33 of 'NEWMAN'S SUBDIVISION' of Section 25, Township 50 South, Range 41 East, as recorded in Plat Book 2 at Page 26 of the Public Records of Dade County, Florida, less the West 330 feet thereof; and further less the South 365.6 feet of the West 154 feet of the remaining portion of said Tract 33, said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5041 25 01 0252

PARCEL XI:

The West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) and the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, EXCEPTING THEREFROM the following described parcel:

BEGINNING at a point where the eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, intersects the North right-of-way line of Stirling Road thence Westerly along the said North right-of-way line of Stirling Road, a distance of 639.85 feet; thence Northerly along a line parallel to the said Eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, a distance of 175 feet; thence Easterly along a line parallel to the said North right-of-way line of Stirling Road, a distance of 639.85 feet, more or less, to the point where said line intersects with the Eastern boundary line of the said West one-half (W 1/2), of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East; thence Southerly along said Eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, a distance of 175 feet to the point of beginning.

Tax ID No. 5042 33 00 0400 and 5042 33 00 0640

Prepared by and return to:
Wilson C. Atkinson, III, Esq.
Tripp Scott, P.A.
110 SE 6th St.
15th Floor
Ft. Lauderdale, FL 33301

Parcel Identification Numbers: (See attached Exhibit "A")

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed is made this 9 day of December, 2019, between JEANINE LOUISE HILL, a single woman, JEFFERY L. HILL, a married man, RHEA RIVERS, a married woman, and K. SUE WHITTAKER, a single woman, hereinafter the Grantor, and CF & A HILL FAMILY LTD., a Florida limited partnership, whose post office address is 261 SW 13 Street, Dania Beach, FL 33004, hereinafter called the Grantee.

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

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida, to-wit:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A")

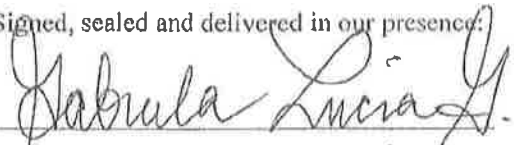
Note: The purpose of this Warranty Deed is to convey to Grantee any remaining interest Grantors have in the subject property. The properties set forth on Exhibit "A" are not the homestead of Jeffery L. Hill nor Rhea Rivers, nor any spouse or minor children thereof. Jeffery L. Hill resides at 2541 Garfield Street, Hollywood, FL 33020 and Rhea Rivers resides at 2859 Cheryl Street, Matlacha, FL 33993.

Subject to, taxes for, the year 2019 and subsequent years; covenants, restrictions and public utility easements of record; and existing zoning and governmental regulations.

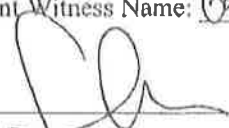
To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:



Print Witness Name: Gabriela Gonzalez



Print Witness Name: Shelley Ann



JEANINE LOUISE HILL, a single woman


Mailing address:

261 SW 13th Street
Dania Beach, FL 33004

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of December, 2019, by **JEANINE LOUISE HILL, a single woman**, who is (check one) ☐ personally known or ☒ produced identification. Type of identification produced: FL DL

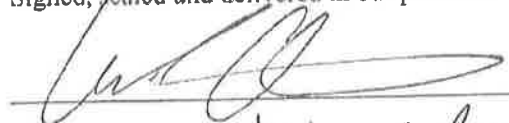

(Signature of Notary Public, State of Florida)




Tyrence Harrington
State of Florida
My Commission Expires 08/03/2023
Commission No. GG 341447

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Print Witness Name: Wilson E Atkinson


JEFFERY L. HILL, a married man


Print Witness Name: Flor De Hit

Mailing address:

2541 Garfield Street
Hollywood, FL 33020

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 05 day of Dec., 2019, by **JEFFERY L. HILL, a married man**, who is (check one) ☒ personally known or ☐ produced identification. Type of identification produced: _____.

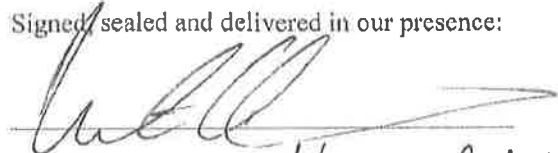

(Signature of Notary Public-State of Florida)



DONALD KRESA
MY COMMISSION # GG 081638
EXPIRES: December 13, 2020
Bonded thru Budget Notary Services

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:



Print Witness Name: WILSON C. ATKINSON, III



RHEA RIVERS, a married woman



Print Witness Name: Don Pettit

Mailing address:

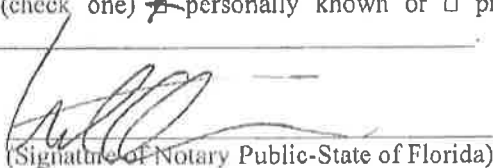
2859 Cheryl Street
Matlacha, FL 33993

STATE OF FLORIDA

COUNTY OF

BROWARD

The foregoing instrument was acknowledged before me this 9th day of December, 2019, by **RHEA RIVERS, a married woman**, who is (check one) ☒ personally known or ☐ produced identification. Type of identification produced: _____



(Signature of Notary Public-State of Florida)

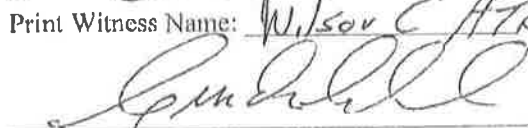


WILSON C. ATKINSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233076
Expires 10/24/2022

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Print Witness Name: Wilson C. Atkinson


Print Witness Name: CINDY CLARK


K: SUE WHITTAKER, a single woman

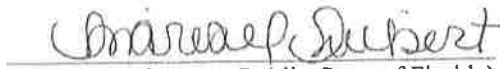
Mailing address:

218 SW 12th Street
Dania Beach, FL 33004

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of December, 2019, by **K. SUE WHITTAKER, a single woman**, who is (check one) ☐ personally known or ☒ produced identification. Type of identification produced: FDL


(Signature of Notary Public-State of Florida)

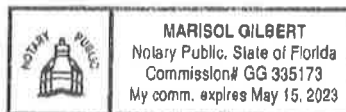


EXHIBIT 'A'

PARCEL I:

West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 35, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida, as recorded in Deed Book 505, Page 193, Broward County Public Records.

Tax ID No.: 5042 35 00 0260

PARCEL II:

The West 100' of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 50 South, Range 42 East; Less the South 53 feet for Road Right-of-Way, said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 33 00 0390

PARCEL III:

West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 35, Township 50 South, Range 42 East; AND ALSO, the Southeast quarter of the Northwest quarter of the Northeast quarter; the northeast quarter of the Northwest quarter of the Northeast quarter; and the Northeast quarter of the Southwest quarter of the Northeast quarter; all lying South of and East of Drainage Canal in Section 4, Township 51 South, Range 42 East, as recorded in Deed Book 651, Page 98, Broward County Public Records.

Tax ID 5142 04 00 0110

Tax ID 5142 04 00 0120

PARCEL IV:

The North 132 feet of the South 570 feet of the East 100 feet of the West 340 feet of Tract 12 in Block 4 of MARSHALL'S EVERGLADES SUBDIVISION, in Section 29, Township 50 South, Range 42 East, according to the Plat thereof, recorded in Plat Book 2 at Page 32, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 03 0041

Tax ID No. 5042 03 0040

PARCEL V:

The West half of the Northwest quarter of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, said land situate and being in the County of Broward, State of Florida, as recorded in Official Record Book 1740, Page 399, Broward County Public Records.

Tax ID No. 5042 33 00 0381

PARCEL VI:

Lot 19, Block 24, NORTH HOLLYWOOD, according to the Plat thereof as recorded in Plat Book 4, Page 1 of the Public Records of Broward County, Florida.

Tax ID No. 5142 03 102720

PARCEL VIII:

The SW 1/4 of SW 1/4 of SE 1/4 of SW 1/4 of Section 33, Township 50 South, Range 42 East, excepting therefrom the West 100 feet, the South 53 feet and the North 163 feet of the South 216 feet thereof.

Also the East 10 feet of the West 110 feet of the North 163 feet of the South 216 feet of the SW 1/4 of SW 1/4 of SE 1/4 of SW 1/4 of Section 33, Township 50 South, Range 42 East, all of said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5042 33 00 0400

PARCEL IX:

All that part of the North half of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, less that portion described as follows:

BEGINNING at the Southeast corner of said North half of the Southeast quarter of the Southwest quarter; thence run West along the South line thereof a distance of 841.59 feet; thence run northerly along a curve to the left having a radius of 5629.65 feet, and arc distance of 669.98 feet to the North line of said North half of Southeast quarter of Southwest quarter; thence run east along said north line a distance of 812.94 feet to the Northeast corner of said North half of Southeast quarter of Southwest quarter, thence run South along the East line thereof to the point of beginning; said lands situate, lying and being in Broward County, Florida.

Also described as: All that part of the North half of the Southeast quarter of the Southwest quarter of Section 33, Township 50 South, Range 42 East, lying West of State Road No. 9 right-of-way.

Tax ID No. 5042 33 00 0360

PARCEL X:

Tract 33 of 'NEWMAN'S SUBDIVISION' of Section 25, Township 50 South, Range 41 East, as recorded in Plat Book 2 at Page 26 of the Public Records of Dade County, Florida, less the West 330 feet thereof; and further less the South 365.6 feet of the West 154 feet of the remaining portion of said Tract 33, said lands situate, lying and being in Broward County, Florida.

Tax ID No. 5041 25 01 0252

PARCEL XI:

The West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) and the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, EXCEPTING THEREFROM the following described parcel:

BEGINNING at a point where the eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, intersects the North right-of-way line of Stirling Road thence Westerly along the said North right-of-way line of Stirling Road, a distance of 639.85 feet; thence Northerly along a line parallel to the said Eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, a distance of 175 feet; thence Easterly along a line parallel to the said North right-of-way line of Stirling Road, a distance of 639.85 feet, more or less, to the point where said line intersects with the Eastern boundary line of the said West one-half (W 1/2), of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East; thence Southerly along said Eastern boundary line of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 33, Township 50 South, Range 42 East, a distance of 175 Feet to the point of beginning.

Tax ID No. 5042 33 00 0400 and 5042 33 00 0640

Prepared By:
Wilson C. Atkinson, III, Esquire
Tripp Scott, P.A.
110 SE 6th Street, 15th Floor
Fort Lauderdale, FL 33301

TRUSTEE AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared JEANINE LOUISE HILL (the "Affiant") who after being duly sworn, deposes and says as follows:

1. Affiant is the Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 f/b/o ANITA M. HILL, NON-QTIP TRUST and has personal knowledge of all matters set forth in this Affidavit.

2. The Trust is the owner of the property described on Exhibit "A" hereto.

3. The Trust is in full force and effect and has not been dissolved.

4. That Affiant, as Successor Trustee, has the express authority under the Trust to bind the Trust and to execute any and all instruments relating to conveyance of real property.

5. There is no limitation on the authority of Affiant, as the Successor Trustee, to execute deeds of conveyance.

6. Neither the Trustee nor the Trust has ever been, a debtor in a bankruptcy proceeding.

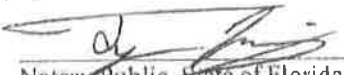
7. That attached as Exhibit "B" are the pertinent pages of the Trust which reflect its establishment, powers, and designation of Successor Trustee.


JEANINE LOUISE HILL, Affiant

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4th day of December, 2019 by JEANINE LOUISE HILL, as Successor Trustee of the CLINTON F. HILL REVOCABLE TRUST AGREEMENT DATED AUGUST 1, 1990 f/b/o ANITA M. HILL, NON-QTIP TRUST who is personally known to me or who has produced FL DL as identification.


Notary Public, State of Florida



Tyreese Hemington
State of Florida
My Commission Expires 08/03/2023
Commission No. GG 841447

EXHIBIT "A"

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West half of Northeast quarter of Northwest quarter of Southwest quarter of Section 35, Township 50 South, Range 42 East, said lands situate, lying and being in Broward County, Florida, as recorded in Deed Book 505, Page 193, Broward County Public Records.

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Tax ID No. 5042 33 00 0390

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Tax ID 5142 04 00 0110

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Tax ID No. 5042 03 0041

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Tax ID No. 5142 03 102720

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Tax ID No. 5042 33 00 0400

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Tax ID No. 5042 33 00 0400 and 5042 33 00 0640

EXHIBIT "B"
PERTINENT PAGES OF TRUST
(See attached)

CLINTON F. HILL REVOCABLE TRUST AGREEMENT

THIS TRUST AGREEMENT, made this 1st day of August, 1990, by and between CLINTON F. HILL, hereinafter called the Grantor, and CLINTON F. HILL and ANITA M. HILL, his wife, hereinafter called the Co-Trustees.

W I T N E S S E T H:

That the Grantor has this day delivered to the Co-Trustees the property described in Schedule A attached hereto, and the Co-Trustees agree to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestments thereof) as the corpus of a trust estate, for the benefit of the Grantor, in accordance with the terms and provisions hereinafter set out.

ARTICLE I

The Co-Trustees shall hold, manage and control the property comprising the trust estate, collect the income therefrom and shall pay or apply the net income to the use of the Grantor in quarterly or other convenient installments during his life or to such person or persons and in such proportions as he may from time to time direct.

If at any time or times the Grantor is under a legal disability or by reason of illness or mental or physical disability is, in the opinion of two (2) independent medical doctors, unable properly to manage his affairs, the Co-Trustee or the Successor Trustee, as the case may be, may use the net income and principal as the Co-Trustee or the Successor Trustee deems best for the care, support and comfort of the Grantor and of any person dependent upon him, or for any other purpose the Co-Trustee or the Successor Trustee considers to be for the Grantor's best interests, adding to principal any income not so used.

The Grantor may add, at any time and from time to time, property to the corpus of the trust estate with the consent of the Co-Trustees, and shall have the right to withdraw property at any time and from time to time.

respect thereof; and to take any other action they may deem prudent with regard to any reorganization, merger, consolidation, bankruptcy or other proceeding affecting any stock, bond, note or other security.

C. All investments may be held in the name of a nominee or in bearer form.

D. The Co-Trustees are authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Co-Trustees.

ARTICLE IV

The Grantor expressly reserves the right, at any time or from time to time during his life:

1. To withdraw all or any part of the principal free and discharged of the terms and conditions of this Agreement and of the trust hereby created; and

2. To revoke or amend this Agreement, and to alter or terminate the trusts hereby created, provided, however, that the duties, responsibilities and rate of compensation of the Co-Trustees as herein provided, shall not be altered or modified by such amendment except upon the written consent of the Co-Trustees.

ARTICLE V

Each Trustee shall have the right to exercise any and all of the powers herein conferred either jointly or without the signature of the other Trustee.

ARTICLE VI

In the event of the death or disability of both the Grantor and ANITA M. HILL as Co-Trustees, Grantor's daughter, JEANINE LOUISE HILL, is hereby designated as the Successor Trustee and the Grantor hereby confers upon her the same powers and authority herein granted to the original Co-Trustees which are to be exercised only in the event the original Co-Trustees are under

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Elizabeth C. Sampson Clinton F. Hill (SEAL)
WITNESS CLINTON F. HILL, Grantor
and Co-Trustee
G.E. Vinkstein Anita M. Hill (SEAL)
WITNESS ANITA M. HILL, Trustee

STATE OF FLORIDA)
ss.
COUNTY OF BROWARD)

On this 1st day of AUGUST, 1990, before me,
personally came CLINTON F. HILL, as Grantor and Co-Trustee, to me
known and known to me to be the individual described in and who
executed the foregoing Agreement and acknowledged that he
executed the same.

My Commission expires:

G.E. Vinkstein
Notary Public, State of Florida



G.E. VINKSTEIN
My Comm. expires Dec. 28, 1992
Broward County Notary Public #14444444

STATE OF FLORIDA)
ss.
COUNTY OF BROWARD)

On this 1st day of AUGUST, 1990, before me,
personally came ANITA M. HILL, as Co-Trustee, to me known and
known to me to be the individual described in and who executed
the foregoing Agreement and acknowledged that she executed the
same.

My Commission expires:

G.E. Vinkstein
Notary Public, State of Florida



G.E. VINKSTEIN
My Comm. expires Dec. 28, 1992
Broward County Notary Public #14444444

This Instrument Prepared by and Return to:
Wilson C. Atkinson, III, Esquire
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, Florida 33301

Parcel Identification (Folio) Number:
514204000110 (Master Parcel)

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Special Warranty Deed

This Special Warranty Deed made this 23rd day of January, 2018 between **CF & A HILL FAMILY LTD., a Florida limited partnership** whose post office address is: 261 SW 13th Street, Dania Beach, FL 33304, Grantor, and **STIRLING ACCESS, LLC, a Florida limited liability company**, whose post office address is: 261 SW 13th Street, Dania Beach, FL 33004, Grantee.

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

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

See Attached Exhibit "A"

This conveyance is to a wholly owned subsidiary of Grantor; the Grantor is the sole member of the Grantee; therefore, only minimal documentary stamps are required.

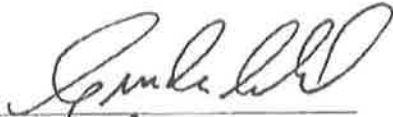
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, subject to the above-described matters.

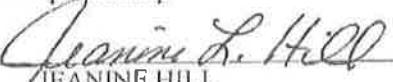
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered
in Presence of:


Witness CINDY CLARK
Printed Name of Witness


Witness Wilcox C. Atkinson
Printed Name of Witness

CF & A HILL FAMILY LTD., a Florida
Limited partnership


By: 
JEANINE HILL
Its: General Partner

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2018, by
JEANINE HILL, as General Partner of CF & A HILL FAMILY LTD., a Florida limited partnership,
who is personally known to me or who produced a driver's license or _____ as
identification.



CINDY CLARK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF140978
Expires 10/26/2018


Notary Signature
CINDY CLARK
Printed Name

My Commission Expires 10/26/2018

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

**LEGAL DESCRIPTION OF
ACCESS EASEMENT
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE S.01°48'33"E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.01°48'33"E. ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.01°24'52"E. INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY;

THENCE N.87°30'20"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.08 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE N.02°26'48"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 108.80 FEET;

THENCE N.47°26'48"W. A DISTANCE OF 21.21 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 0.26 ACRES (10,930 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'12"E. ALONG THE SOUTH LINE SOUTHWEST ONE-QUARTER (S.W. 1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 88018-2500.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
6. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITH THE BENEFIT OF A TITLE SEARCH STATED IN NOTE NO. 1 ABOVE. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
8. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 32-11, FLORIDA ADMINISTRATIVE CODE; PURSUANT TO SECTION 471.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2017		

DATE: Nov 06, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK
11/03/17	DRL	RGG	N/A

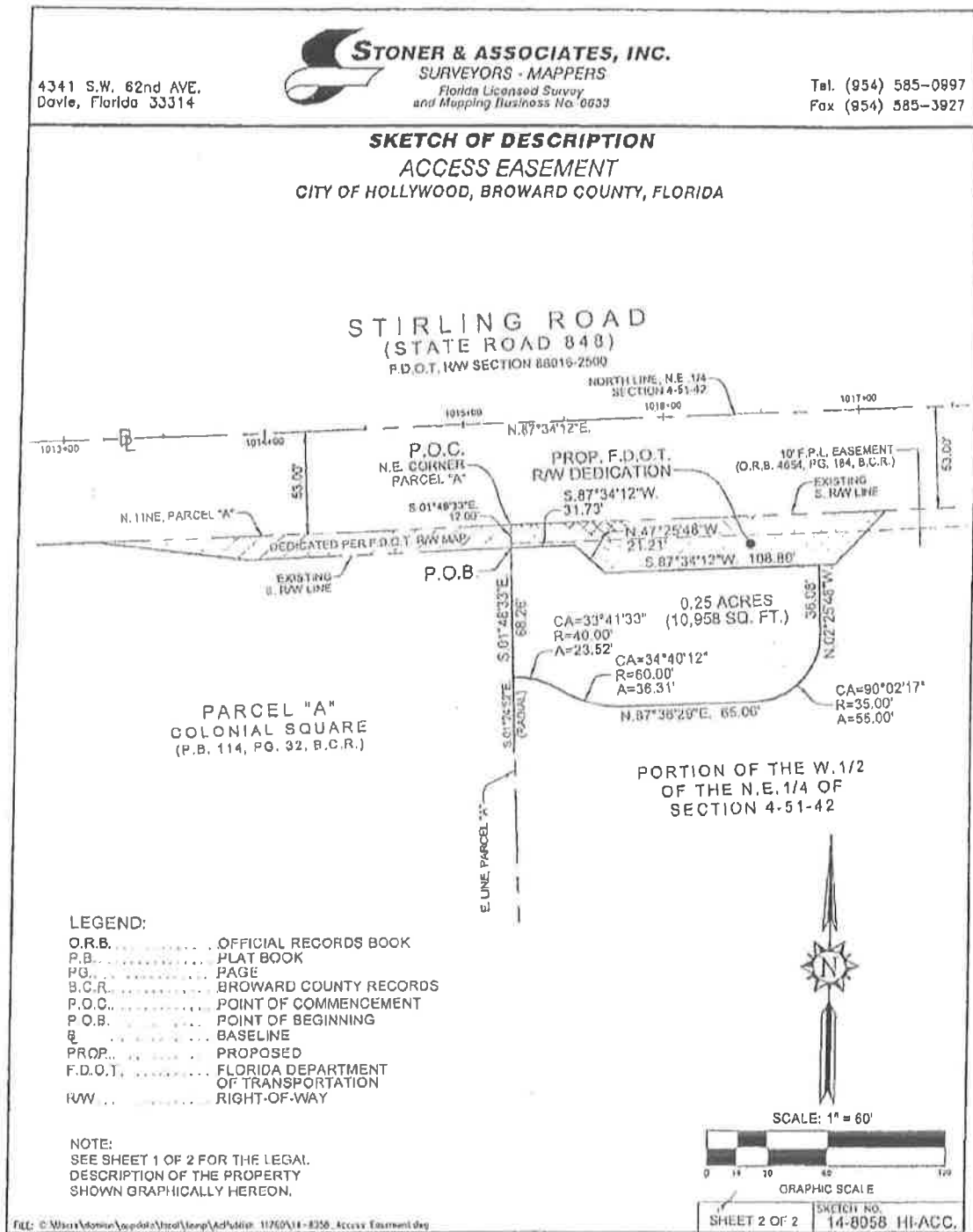
SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

14-8058 HI-ACC.

EXHIBIT A



This Instrument Prepared by and Return to:
Wilson C. Atkinson, III, Esquire
Tripp Scott, P.A.
110 S.E. 6th Street, 15th Floor
Fort Lauderdale, Florida 33301

Parcel Identification (Folio) Number:
514204000110 (Master Parcel)

[Space Above This Line For Recording Date]

Corrective Special Warranty Deed

This Corrective Special Warranty Deed made this 25 day of June, 2019 between CF & A HILL FAMILY LTD., a Florida limited partnership whose post office address is: 261 SW 13th Street, Dania Beach, FL 33304, Grantor, and STIRLING ACCESS, LLC, a Florida limited liability company, whose post office address is: 261 SW 13th Street, Dania Beach, FL 33004, Grantee.

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

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

See Attached Exhibit "A"

Note: The purpose of this Corrective Special Warranty Deed is to clarify the legal description intended to be conveyed by the original Special Warranty Deed recorded January 24, 2018 under Instrument #114849262 of the Public Records of Broward County, Florida; therefore, only minimal documentary stamps are required.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, subject to the above-described matters.

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

Signed, Sealed and Delivered
in Presence of:

CF & A HILL FAMILY LTD., a Florida
Limited partnership

By: Hill GP, Inc., a Florida corporation,
Its: General Partner
(As successor to Jeanine L. Hill,
Former General Partner)

By: Jeanine L. Hill
JEANINE L. HILL
Its: President

John E. Eberhart
Witness
John Eberhart
Printed Name of Witness

Wilson C. Atkinson
Witness
Wilson C. Atkinson
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of June, 2019, by
JEANINE L. HILL, as President of HILL GP, INC., a Florida corporation, as General Partner of CF &
A HILL FAMILY LTD., a Florida limited partnership, who is personally known to me ~~or who produced~~
a driver's license or _____ as identification.

Wilson C. Atkinson, III
Notary Signature

WILSON C. ATKINSON, III
Printed Name

My Commission Expires



WILSON C. ATKINSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233078
Expires 10/24/2022

1691534v1 303024.0001

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE S.01°40'33"E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.01°40'33"E. ALONG SAID EAST LINE, A DISTANCE OF 64.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.01°24'52"E. INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 38.31 FEET TO A POINT OF TANGENCY;

THENCE N.87°36'20"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE N.02°25'48"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 100.80 FEET;

THENCE N.47°25'48"W. A DISTANCE OF 21.21 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 0.25 ACRES (10,958 SQUARE FEET), MORE OR LESS.

EXHIBIT A

This instrument prepared by (and after recording return to):

Name: Kimberly S. LeCompte, Esq.
Address: Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Suite 4400
Miami, Florida 33131

(Space reserved for Clerk of Court)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made as of this 8th day of July, 2019, by and between **CF & A HILL FAMILY LTD.**, a Florida limited partnership (the "Landlord"), whose address is 261 SW 13th Street, Dania, Florida 33004, and **RD STIRLING, LLC**, a Florida limited liability company (the "Tenant"), whose address is c/o Related Development, LLC, 315 S. Biscayne Blvd., Miami, FL 33131.

WITNESSETH:

For and in consideration of Ten and NO/100 Dollars (\$10.00) and other valuable consideration paid, Landlord does demise and let unto Tenant, and Tenant does lease and take from Landlord, upon the terms and conditions and subject to the limitations more particularly set forth in that certain Ground Lease between Landlord and Tenant dated as of July 8, 2019 (the "Lease"), the land and improvements located in the City of Hollywood, in Broward County, Florida, and legally described on Exhibit A hereto and by this reference made a part hereof (the "Leased Premises"). Fee title to the Leased Premises is owned by Landlord. Capitalized terms used in this Memorandum without definition have the meanings given to them in the Lease.

Landlord, in consideration of the rents and covenants set forth in the Lease, hereby demises and leases to Tenant, and Tenant hereby takes and hires from Landlord, the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises for the term commencing on the Effective Date of the Lease, and expiring on the date that is ninety (99) years after the Rent Commencement Date (the "Term"), subject to extension or earlier termination as provided in the Lease.

Section 19.3 of the Lease provides that Developer has a right of first offer to purchase Landlord's Estate or a majority ownership interest in Landlord during the Term.

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Pursuant to Florida Statutes, Section 713.10, all persons dealing with Tenant are hereby given notice that Landlord shall not be liable for any work performed or to be performed on the Leased Premises at the request of Tenant, or for any materials furnished or to be furnished at the Leased Premises for Tenant, and that Tenant has no authority whatsoever to subject the Landlord's interest in the Leased Premises to any liens for labor, service or materials provided to Tenant. All materialmen, contractors, mechanics and laborers and any other persons contracting with Tenant for the demolition, construction, installation, alteration or repair of any improvements on, within or about the Leased Premises, are hereby further charged with notice that they must look only to Tenant and to Tenant's interest in the Leased Premises to secure payment for any work done or material furnished at the request or instruction of Tenant.

This instrument is executed and is to be recorded against the Leased Premises for the purpose of giving notice of the Lease hereinbefore defined but shall not be deemed or construed to change the terms of the Lease, which shall govern in the case of a conflict.

The Lease is incorporated herein by reference. Requests for information concerning the Lease should be directed to the Landlord and Tenant.

(Signatures to follow)


EXECUTED as of the day and year first above written.

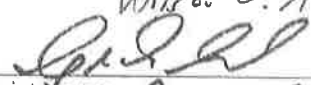
Signed in the presence of:

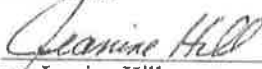
LANDLORD:

CF & A HILL FAMILY LTD.,
a Florida limited partnership

By: Hill GP, Inc. a Florida corporation, its
General Partner


Print Name: Wilson C. Atkinson


Print Name: CINDY CLARK


By: 
Name: Jeanine Hill
Title: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me this 6 day of JULY, 2019 by Jeanine Hill, as President of Hill GP, Inc., a Florida corporation, the General Partner of CF & A HILL FAMILY LTD., a Florida limited partnership, on behalf of said entities. S/He personally appeared before me, and is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: 
Print Name: WILSON C. ATKINSON, III
My Commission expires: _____




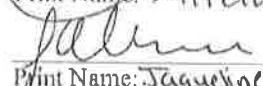
WILSON C. ATKINSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG233076
Expires 10/24/2022

[Signature Page to Memorandum of Lease Agreement]

Signed in the presence of:

TENANT:

RD STIRLING, LLC, a Florida limited liability company


Print Name: Arleta Otero

Print Name: Jaqueline Albuerne

By: 
Name: _____
Title: **JEFFERY HOYOS**
Vice President


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

The foregoing instrument was acknowledged before me this 3 day of July, 2019 by Jeffery Hoyos, as VP of RD STIRLING, LLC, a Florida limited liability company, on behalf of said entity. S/He personally appeared before me, and is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]



Victoria Delgado
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG162393
Expires 2/20/2022

Notary: 
Print Name: Victoria Delgado
My Commission expires: 2-20-22

[Signature Page to Memorandum of Lease Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL 1: (FOLIO NO. 5142-0400-0110)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 53 FEET THEREOF FOR RIGHT-OF-WAY OF STIRLING ROAD AND ALSO LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

LESS OUT 1:
RIGHT-OF-WAY PARCEL

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE N. 87°34'12" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF WAY MAP, SECTION 86016-2500, A DISTANCE OF 190.60 FEET;

THENCE S. 42°34'12" W. A DISTANCE OF 38.18 FEET;

THENCE S. 87°34'12" W. A DISTANCE OF 117.00 FEET;

THENCE N. 47°25'48" W. A DISTANCE OF 21.21 FEET;

THENCE S. 87°34'12" W. A DISTANCE OF 31.73 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A";

THENCE N. 01°48'33" W. ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: (SIGNAL POLE PARCEL)

A SIGNAL POLE PARCEL BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

ACTIVE 44434768v2

THENCE N. 87°34'12" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86016-2500, A DISTANCE OF 587.20 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE CONTINUE N. 87°34'12" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET;

THENCE S. 02°25'48" E. A DISTANCE OF 2.00 FEET;

THENCE S. 87°34'12" W. A DISTANCE OF 7.00 FEET;

THENCE N. 02°25'48" W. A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

LESS OUT 2: (CANAL RIGHT-OF-WAY)

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4 OF NE 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

LESS OUT 3: - (PROPERTY OWNED BY STIRLING ACCESS, LLC)

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

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THENCE S. 01°48'33" E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S. 01°48'33" E. ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S. 01°24'52" E INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY;

THENCE N. 87°36'29" E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE N. 02°25'48" W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET;

THENCE S. 87°34'12" W. A DISTANCE OF 108.80 FEET;

THENCE N. 47°25'48" W. A DISTANCE OF 21.21 FEET;

THENCE S. 87°34'12" W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

PARCEL 2: (FOLIO NO. 514204000120)

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1: (CANAL RIGHT-OF-WAY)

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH

ACTIVE 44434768v2

1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

PARCEL 3: (FOLIO NO. 514204000120)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1: (CANAL RIGHT-OF-WAY)

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

ACTIVE 14434768v2

12-8-11

71 161362

EASEMENT

RWO/SIO/TWO
ER No. 4158 Loc'n.
Pole No.

Section
Township
Range
19 21

Florida Power & Light Company
Miami, Florida

Gentlemen:

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

The South 10 feet of the North 63 feet of the N-1/3 of the N-3/4 of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$, less canal right-of-way, of Section 4, Township 51 South, Range 42 East, Broward County, Florida; more particularly shown and described on Florida Power & Light Company drawing dated 8-30-71, marked Exhibit "A," attached hereto and made a part hereof.



In the presence of:

[Signature]
[Signature]

Clinton F. Hill (Seal)
Clinton F. Hill (Seal)
Anita Hill (Seal)
Anita Hill (Seal)

FORM 1732 REV. 6/69

8.00

STATE OF FLORIDA AND COUNTY OF BREVARD

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

WITNESS my hand and official seal in said County and State this 25 day of SEP 1971
Notary Public, State of Florida at Large
My Commission Expires June 22, 1975
My Commission Expires June 22, 1975 Underwriting 100

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

STATE OF FLORIDA AND COUNTY OF _____

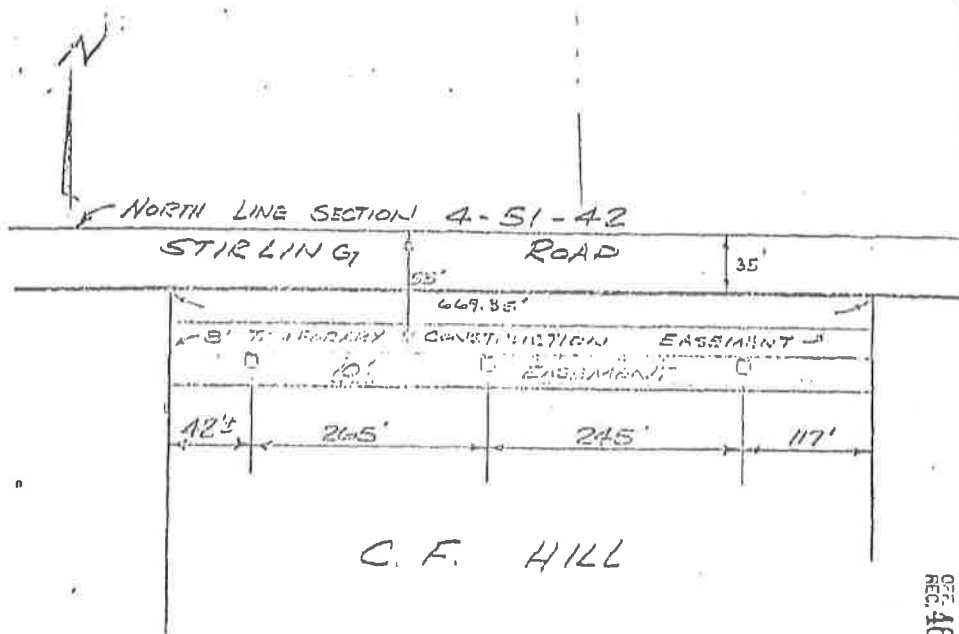
I Hereby Certify that before me, personally appeared _____
respectively, _____ President and _____ Secretary of _____

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

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

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

REC-4654 PAGE 155



OFF. REC. 4654 PAGE 186

EXHIBIT "A"
EASEMENT LOCATION

IN
PROPERTY OF C.F. HILL
SECTION 4-51-42

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

AND SCHLGE

ER4150

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7-13-71

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ORDINANCE NO. 2002-61

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

(Sponsored by the Board of County Commissioners)

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

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

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

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

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

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

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

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Planning Council

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

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

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

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

13 **Section 2. SEVERABILITY.**

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

17 **Section 3. EFFECTIVE DATE.**

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

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

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

4 **ENACTED** November 12, 2002

5 **FILED WITH THE DEPARTMENT OF STATE** November 18, 2002

6 **EFFECTIVE** November 18, 2002
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STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

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

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



(S E A L)

ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Glenn T. Morgan
Deputy Clerk

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO
Dania Live 1748, LLC
c/o Kimco Realty Corporation
6060 Piedmont Row Drive South
Suite 200
Charlotte, North Carolina 28209
Attn: Regional Counsel

(Space above this line for Recorder's use only)

DECLARATION OF EASEMENT

24 THIS DECLARATION OF EASEMENT ("Agreement") is made and entered into this day of January, 2018, effective January 1, 2018 (the "Effective Date"), by and between DANIA LIVE 1748, LLC, a Delaware limited liability company ("Kimco"), and STIRLING ACCESS, LLC, a Florida limited liability company ("Hill") and LVP HILL FT LAUDERDALE, LLC, a Florida limited liability company ("LVP"), and 2520 Stirling Management, LLC, a Florida limited liability company ("Comfort"). Kimco, Hill and LVP, together with their respective successors and assigns, are hereinafter sometimes referred to each as an "Owner" and collectively "Owners".

RECITALS

A. Kimco is the owner of that certain real property situated in the City of Dania Beach, Broward County, Florida, more particularly described in **Schedule I** attached hereto and incorporated herein by this reference (the "**Kimco Parcel**").

B. Hill is the owner of that certain real property situated in the City of Hollywood, Broward County, Florida, more particularly described in **Schedule II** attached hereto and incorporated herein by this reference (the "**Hill Parcel**").

C. LVP is the owner of that certain real property situated in the City of Hollywood, Broward County, Florida, more particularly described in **Schedule III** attached hereto and incorporated herein by this reference (the "**LVP Parcel**").

D. COMFORT is the owner of certain real property situated in the City of Hollywood, Broward County, Florida, more particularly described in **Schedule IV** attached hereto and incorporated herein by this reference (the "**Comfort Parcel**").

E. The Kimco Parcel, the Comfort Parcel, the Hill Parcel and the LVP Parcel are hereinafter sometimes referred to each as a "**Parcel**" and collectively "**Parcels**".

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F. Kimco, Hill, Comfort and LVP desire to agree to certain rights, privileges, easements and covenants upon the Parcels, on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, Kimco, LVP and Hill agree as follows:

1. EASEMENT AND LICENSE.

1.1 **Access Easement.** Hill hereby grants to the Owner of the LVP Parcel and the Owner of the Comfort Parcel and their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants (collectively, the "**Permittees**"), for the mutual benefit of the LVP Parcel, the Comfort Parcel and the Hill Parcel, including the adjacent property controlled by Hill, a nonexclusive perpetual easement for ingress and egress by vehicular traffic upon, over and across the Shared Access Path (hereinafter defined) as depicted on that certain site plan attached hereto as **Exhibit B** and incorporated by reference herein (the "**Site Plan**") for the limited purpose of the guests and employees of Comfort and LVP. The term "**Shared Access Path**" as used herein shall mean all those areas on the Parcels which will permit vehicle traffic to flow between the Parcels, but limited to the actual dimensions of the Hill Parcel set forth in Schedule II. No Party shall materially interfere with any other Party's use or benefit of the Shared Access Path or the rights with respect thereto except that Kimco shall have the right to temporarily interfere with same as necessary to fulfill its maintenance and repair obligations under Article 2 of this Agreement. Although not owning land adjacent to the Shared Access Path, the Parties all acknowledge that Kimco is a directly intended beneficiary of the rights granted hereunder. The Parties further acknowledge that Hill retains the right of use and further granting of accessibility over and upon the Hill Parcel to fully access abutting property without restriction.

1.2 **Creation of Shared Access Path.** Kimco shall design, obtain all necessary approvals for, and build the improvements necessary to facilitate the construction or designation of the Shared Access Path as shown on Exhibit A together with the construction or relocation of any improvements located thereon (the "**Access Work**"). The Access Work shall be performed at Kimco's sole cost and expense. LVP, Comfort and Hill shall provide reasonable cooperation to Kimco including allowing access to both Parcels and the ability to make accommodating changes to the Hill, Comfort and LVP Parcels to perform the Access Work and executing such documents reasonably needed to allow for the design, permitting and construction of the improvements to facilitate the Access Work. Kimco shall begin work on the planning and permitting of the Access Work and proceed diligently in all phases of preparing the Access Work through the completion of construction. Construction timing shall be in Kimco's reasonable discretion but scheduled to reasonably coordinate with the removal of the existing left turn lanes into the LVP and Comfort parcels.

1.3 **The Stirling Left Turn Lanes.** All Parties acknowledge that a material inducement for the Parties entering in to this Agreement is to accommodate the changing of the existing Stirling Road left turn lane locations into and from the LVP and Comfort parcels to the Hill Parcel.

1.4 **Controls on the Shared Access Path By Comfort and LVP.** Comfort and its successors and LVP and its successors shall use all commercially reasonable efforts to control the traffic flow to the parking and other paved areas on the LVP Parcel and Comfort Parcel that would provide access to the Shared Access Path across same to anyone other than guests and employees of the hotels located on each Parcel. Commercially reasonable efforts shall consist of the continuing the securing of the parking area and pave areas that would allow access to the Shared Access Path to be limited to guests and employees of the hotels only. In the event the LVP Parcel and/or the Comfort Parcel changes the hotel use currently located on same, the new use shall not generate higher levels of traffic to the Shared Access Path than would normally flow from the existing hotel uses, unless written consent is given by Hill which consent shall not be unreasonably withheld. The existing controls that currently prevent traffic from abutting uses that are now in place and restrict traffic flow shall not be changed and no new vehicular entry points to the properties shall be permitted without the written consent of Hill. Finally, at all times, access to fire and police vehicles on the southwest border of the Parcels, shall be limited to those types of emergency vehicles by each Owner.

1.5 **Controls on the Shared Access Path by Kimco.** Kimco shall, not later than completion of the the initial construction of the Shared Access Path, provide Hill with a signed letter from all of the affiliates of Kimco Realty Corporation that have ownership interests in Oakwood Plaza in Hollywood, Florida, committing the owner affiliates, their successors and assigns, to using commercially reasonable efforts to deter traffic from Oakwood Plaza from attempting to utilize the Shared Access Path for any purpose. Commercially reasonable efforts shall consist of signage that indicates no thru traffic from Oakwood Plaza over the Comfort or LVP Parcels.

2. MAINTENANCE AND REPAIR.

2.1 **Shared Access Path.** Except as provided in Article 3.1, below, once the Access Work is completed, Kimco shall perform the Shared Access Path maintenance obligations, at its sole cost and expense, to keep the Shared Access Path in a safe condition and good state of repair: (i) periodically remove papers, debris, filth and refuse, but in any event to the extent necessary to keep the Shared Access Path in a first-class, clean and orderly condition and (ii) maintain, clean and replace sidewalks, and the sidewalks shall be swept at appropriate intervals during such time as shall not interfere with the conduct of business or use of the Shared Access Path. Each Party shall provide commercially reasonable access to Kimco for the purpose of allowing Kimco to perform its work under this Section 2.1.

2.2 Negligence or Willful Misconduct. To the extent repair or maintenance work is necessitated by the negligence or willful misconduct of Hill, LVP, Comfort, their respective successors, assigns, employees, agents, contractors or representatives, Kimco shall still perform the repairs or maintenance, but shall have the right to seek reimbursement from the responsible Party for same.

3. RELOCATION OF THE SHARED ACCESS PATH.

3.1 **Development of the Hill Parcel and Relocation of the Shared Access Path.** In the event Hill elects to develop the Hill Parcel abutting properties, and said development would reasonably necessitate a relocation of the Shared Access Path, the Parties shall work in good faith to relocate the Shared Access Path. Once a relocation plan is reasonably agreed upon, Hill (or the successor or assign to Hill) shall design and construct the Access Work for the Shared Access Path relocation area, and proceed with permitting and construction of same at Hill's (or Hill's successor's or assign's) sole cost and expense. All Access Work on the relocation area shall be performed diligently and in a good and workmanlike manner. Once the relocated Shared Access Path is completed, the Owner of the Hill Parcel will assume the repair and maintenance responsibilities for the relocated Shared Access Path under Article 2 of this Agreement. All Parties will agree to an Amendment with a revised exhibit showing the new location of the Shared Access Path. All rights and obligations under this document will then apply only to the new Shared Access Path, and all obligations and rights with respect to the original Shared Access Path shall be of no further force or effect.

3.2 **Timing.** Access Work on the relocation area shall be commenced within thirty (30) days of Kimco's receipt of all necessary permits, and completed diligently and completed within 90 days thereafter.

4. **BENEFIT PAYMENT TO HILL.** Commencing on the date construction is commenced, but no later than five (5) days following the complete execution of this Agreement, Kimco shall pay to Hill the first annual payment of \$40,000 for the use of the Easement Area. Continuing on January 1st of each year thereafter, an additional annual payment of \$40,000 shall be paid by Kimco to Hill. On or about December 1st of each year, but no less than twenty (20) days from due date, Hill shall provide Kimco with written notification of the upcoming January 1st payment that shall become due. Kimco shall be obligated to make the payment for each year the Hill Parcel is owned by Hill or an entity that is the parent, wholly owned subsidiary or affiliate under common control with Hill. Upon transfer of the Hill Parcel to a third-party owner, or upon the receipt of site plan approval for the development of the Hill Parcel, Kimco shall no longer be obligated to make payments under Paragraph 4, but all other terms and conditions of this Agreement shall remain in full force and effect.

5. **NO RIGHTS IN PUBLIC/THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto and shall be strictly construed as providing to the LVP and

Comfort parcel a limited non-exclusive perpetual right of vehicular access as previously described herein.

6. **REMEDIES.** In the event of a breach of any of the terms or provisions of this Agreement, and subject to the terms herein, the non-defaulting party shall be entitled to exercise any and all available remedies at law or in equity for full and adequate relief from such breach, which remedies shall be cumulative. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any default or breach under this Agreement entitle any party to seek or to enforce the cancellation, rescission, or termination in whole or in part of this Agreement or of any of the easements or use restrictions herein granted. In the event of any violation or threatened violation by any person of any of the provisions of this Agreement, any or all of the parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or equity.

7. **TERM.** The covenants, conditions, and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the county recorder where the Parcels are located and shall remain in full force and effect for a period of sixty-five (65) years from and after said date of recordation (the "**Primary Term**"), and the easements granted in this Agreement shall continue in perpetuity, unless this Agreement is modified, amended, cancelled, or terminated by the written consent of all then record Owners of the Hill Parcel and the Kimco Parcel in accordance with Section 8.3 of this Agreement. Notwithstanding the foregoing, upon the expiration of the Primary Term, the term of this Agreement shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "**Extension Period**" unless, at least ninety (90) days prior to the date of expiration of the Primary Term or Extension Period then in effect, Kimco delivers to the other Parties written notice of termination, in which event, the Agreement shall automatically expire at the end of the Primary Term or Extension Period then in effect.

8. **MISCELLANEOUS.**

8.1 **Notices.** Any notice to be given by any party under this Agreement shall be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Kimco Parcel Owner:

Dania Live 1748, LLC
c/o Kimco Realty Corporation
6060 Piedmont Row Drive
Suite 200
Charlotte, North Carolina 28209
Attn: Regional President

with a copy to:

Dania Live 1748, LLC
c/o Kimco Realty Corporation
6060 Piedmont Row Drive
Suite 200
Charlotte, North Carolina 28209
Attn: Regional Counsel

Hill Parcel Owner:

Stirling Access, LLC.
Attn: Jeanine Hill, Manager
261 SW 13th Street
Dania Beach, FL 33004

with a copy to:

Wilson C. Atkinson, III, Esquire
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Fort Lauderdale, FL 33301

LVP Parcel Owner:

LVP
c/o Jodi Stein
460 Park Avenue
New York, NY 10022

With a copy to:

W. Tucker Gibbs
P. O. Box 1050
Coconut Grove, FL 33133

Comfort Parcel Owner:

2520 Stirling Management, LLC
2520 Stirling Road
Hollywood, FL 33020

With a copy to:

W. Tucker Gibbs
P. O. Box 1050
Coconut Grove, FL 33133

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Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

8.2 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding. For the purposes of this Section 8.2, the "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought by judgment.

8.3 Amendment. The parties agree that this Agreement, including the Recitals, which are incorporated for all purposes in to the Terms by this reference, may be terminated, modified, or amended only by the written consent of all record owners of the Kimco Parcel, LVP Parcel, the Comfort Parcel and the Hill Parcel. Any such termination, modification, or amendment of this Agreement shall be evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the official records of the county recorder of the county in which the Parcels are located.

8.4 Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided in this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the Section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

8.5 No Waiver. No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.

8.6 No Agency. Nothing in this Agreement shall be deemed or construed by any third party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owner of the Kimco Parcel and the Owner of the Comfort Parcel and the Owner of the Hill Parcel and the Owner of the LVP Parcel.

8.7 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth in this Agreement shall run with the land on each Parcel and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and

personal representatives. However, no easement, covenant, condition, restriction, or other right or benefit accruing under this Agreement in favor of any Parcel shall be assignable, transferable, or otherwise delegable to or for the benefit of neighboring real property that is not a Parcel hereunder (for example, the Owner of the Hill Parcel shall have no right to assign the easement for vehicular access over the Shared Access Path of the Kimco Parcel arising under this Agreement in favor of other real property in the vicinity of the Parcels).

8.8 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with all other parties, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, whereupon the grantor of such property shall be released from such obligations and agreements thereafter arising in respect of such property.

8.9 Severability. Each provision of this Agreement and the application thereof to the Kimco Parcel and the Hill Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding, shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

8.10 Time of Essence. Time is of the essence of this Agreement.

8.11 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to in this Agreement, and all prior representations, negotiations, and understandings are superseded by this Agreement.

8.12 Estoppel Certificate. Each party, upon the written request of another party, shall execute, acknowledge, and deliver, without charge and within fifteen (15) days following such request, an estoppel certificate certifying that this Agreement is in full force and effect, that no party is in default under this Agreement (or stating such default(s), if any, are claimed), and setting forth such other information as may reasonably be requested and is true and correct.

8.13 Subordinate Declarations. Nothing contained in this Agreement shall be deemed to prohibit the recording by a party of additional easements, covenants, conditions, or restrictions applicable to such party's Parcel only, so long as the same are subordinate to this Agreement and not in conflict with this Agreement.

8.14 Governing Law and Jurisdiction. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this

Agreement. The parties irrevocably consent to jurisdiction and venue in the State in which the Parcels are located and agree not to attempt to remove or transfer any action properly commenced in the State in which the Parcels are located.

8.15 Brokers. Neither Kimco nor Comfort nor Hill nor LVP has dealt with any Broker in connection with the negotiation or execution of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claims for compensation (including legal fees incurred by a party) arising out of any conversations or negotiations had by the indemnifying party with anyone other than the Broker.

8.16 Insurance. Kimco shall carry (or cause to be carried), commercial general liability insurance covering third party claims for bodily injury or death or third party property damage occurring on, or arising from activities conducted on, their respective properties in an amount of no less than five million dollars (\$5,000,000). Such insurance shall include Broad Form Contractual Liability insurance coverage insuring all of the indemnity obligations of the each Party hereunder. The insurance to be carried shall name STIRLING ACCESS, LLC, a Florida limited liability company, as loss payee and shall afford minimum protection as is commercially prudent under the circumstances. The policy(ies) shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term. Certificates of the required insurance shall be provided to each Party upon written request.

8.17 Indemnity. (a) Hill shall pay for any and all damages, losses or injuries arising out of Hill's negligence or willful misconduct in connection with or resulting from the exercise, use or enjoyment of the any of the rights herein granted to Hill, its heirs, executors, administrators, successors and assigns and/or future holders of the easement rights granted herein. Hill, its heirs, executors, administrators, successors and assigns and any future holders of the easement rights granted herein (collectively, the "Hill Indemnifying Parties") jointly and severally agree to indemnify, defend, save and hold harmless Kimco, Comfort and LVP from and against any and all losses, liabilities, costs (including reasonable attorney fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of the Hill Indemnifying Parties' negligence or willful misconduct associated with their exercise of their rights granted herein in connection with the Agreement.

(b) Kimco shall pay for any and all damages, losses or injuries arising out of Kimco's negligence or willful misconduct in connection with or resulting from the exercise, use or enjoyment of the any of the rights herein granted to Kimco, its heirs, executors, administrators, successors and assigns and/or future holders of the easement rights granted herein. Kimco, its heirs, executors, administrators, successors and assigns and any future holders of the easement rights granted herein (collectively, the "Kimco Indemnifying Parties") jointly and severally agree to indemnify, defend, save and hold harmless Hill, Comfort and LVP from and against any and all losses, liabilities, costs (including reasonable attorney fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of the Kimco Indemnifying Parties' negligence or willful misconduct associated with their exercise of their rights granted herein in connection with the Agreement.

(c) LVP shall pay for any and all damages, losses or injuries arising out of LVP's negligence or willful misconduct in connection with or resulting from the exercise, use or enjoyment of the any of the rights herein granted to LVP, its heirs, executors, administrators, successors and assigns and/or future holders of the easement rights granted herein. LVP, its heirs, executors, administrators, successors and assigns and any future holders of the easement rights granted herein (collectively, the "LVP Indemnifying Parties") jointly and severally agree to indemnify, defend, save and hold harmless Kimco, Comfort and Hill from and against any and all losses, liabilities, costs (including reasonable attorney fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of the LVP Indemnifying Parties' negligence or willful misconduct associated with their exercise of their rights granted herein in connection with the Agreement.

(d) Comfort shall pay for any and all damages, losses or injuries arising out of Comfort's negligence or willful misconduct in connection with or resulting from the exercise, use or enjoyment of the any of the rights herein granted to Comfort, its heirs, executors, administrators, successors and assigns and/or future holders of the easement rights granted herein. Comfort, its heirs, executors, administrators, successors and assigns and any future holders of the easement rights granted herein (collectively, the "Comfort Indemnifying Parties") jointly and severally agree to indemnify, defend, save and hold harmless Kimco, LVP and Hill from and against any and all losses, liabilities, costs (including reasonable attorney fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of the Comfort Indemnifying Parties' negligence or willful misconduct associated with their exercise of their rights granted herein in connection with the Agreement.

18.18 Damages. Notwithstanding the foregoing or anything contained under this Agreement, neither party shall be liable to the other Party for consequential damages (such as lost profits of the other Party) or punitive damages claimed by the other Party.

18.19 Limitation of Liability. "Hill" includes the persons named expressly as Hill and its transferees, successors and assigns. "LVP" includes the persons named expressly as LVP and its transferees, successors and assigns. "Comfort" includes the persons named expressly as Comfort and its transferees, successors and assigns. Except as otherwise provided in the next sentence, the agreements and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "Kimco" means only the then-owner of the Kimco Parcel, and in the event of a transfer by Kimco of its interest in this Agreement, the transferor shall be automatically released from all liability and obligations as Owner subsequent to the transfer. Notwithstanding anything to the contrary, Hill, Comfort and LVP agree that each will look solely to Kimco's estate in the Kimco Parcel (including the proceeds therefrom) as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Hill, Comfort and LVP agree that no other assets of Kimco shall be subject to levy, execution or other procedures to satisfy Hill's, Comfort's and/or LVP's rights or remedies.

Except as otherwise provided in the next sentence, the agreements and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "LVP" means only the then-

owner of the LVP Parcel, and in the event of a transfer by LVP of its interest in this Agreement, the transferor shall be automatically released from all liability and obligations as Owner subsequent to the transfer. Notwithstanding anything to the contrary, Hill, Comfort and Kimco agree that each will look solely to LVP's estate in the LVP Parcel (including the proceeds therefrom) as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Hill, Comfort and Kimco agree that no other assets of LVP shall be subject to levy, execution or other procedures to satisfy Hill's, Comfort's and/or Kimco's rights or remedies.

Except as otherwise provided in the next sentence, the agreements and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "Comfort" means only the then-owner of the Comfort Parcel, and in the event of a transfer by Comfort of its interest in this Agreement, the transferor shall be automatically released from all liability and obligations as Owner subsequent to the transfer. Notwithstanding anything to the contrary, Hill, Kimco and LVP agree that each will look solely to Comfort's estate in the Comfort Parcel (including the proceeds therefrom) as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Hill, Kimco and LVP agree that no other assets of Comfort shall be subject to levy, execution or other procedures to satisfy Hill's, Kimco's and/or LVP's rights or remedies.

Except as otherwise provided in the next sentence, the agreements and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "Hill" means only the then-owner of the Hill Parcel, and in the event of a transfer by Hill of its interest in this Agreement, the transferor shall be automatically released from all liability and obligations as Owner subsequent to the transfer. Notwithstanding anything to the contrary, Kimco, Comfort and LVP agree that each will look solely to Hill's estate in the Hill Parcel (including the proceeds therefrom) as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Kimco, Comfort and LVP agree that no other assets of Hill shall be subject to levy, execution or other procedures to satisfy Kimco's, Comfort's and/or LVP's rights or remedies.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER OF THE KIMCO PARCEL:

DANIA LIVE 1748, LLC,
a Delaware limited liability company

By: Dania Live JV, LLC, a Delaware
limited liability company, its sole member

By: Kim Dania Manager, LLC, a Delaware
limited liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

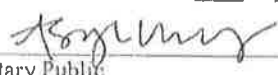
By: 

Name: Joseph Denis, Vice President

Title: _____

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Ashley Weatherly, a Notary Public of the County and State
aforesaid, do hereby certify that, Joseph Denis, the Authorized Agent
of Dania Live 1748, LLC personally known to me or who produced N/A
as identification, personally appeared before me this day and acknowledged the due execution of
the foregoing instrument. Witness my hand and official stamp or seal, this 16 day of January,
2018.


Notary Public

(NOTARIAL SEAL)

My Commission Expires: 02/16/2020



CHJ 63332024

OWNER OF THE HILL PARCEL:

STIRLING ACCESS, LLC, a Florida
Limited liability company

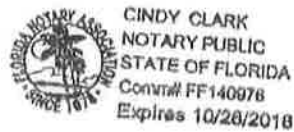
By: Jeanine L. Hill
Jeanine Hill, Manager

STATE OF FLORIDA

COUNTY OF BROWARD

I, CINDY CLARK, a Notary Public of the County and State
aforesaid, do hereby certify that, Jeanine Hill, the Manager of STIRLING ACCESS, LLC, a
Florida limited liability company, personally known to me or who produced
as identification, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 23 day of January, 2018.

C. Clark
Notary Public



OWNER OF THE LVP PARCEL:

LVP HMI FT LAUDERDALE, LLC,
a Delaware limited liability company

By: [Signature]

Name: Joseph E. Teichman

Its: Executive Vice President

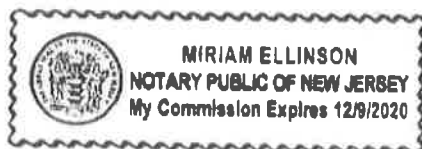
STATE OF New Jersey
COUNTY OF Ocean

I, Miriam Ellinson, a Notary Public of the County and State
aforesaid, do hereby certify that, Joseph E. Teichman, the Executive Vice President
of LVP HMI FT LAUDERDALE, LLC, personally known to me or who produced
driver license as identification, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 12 day of January, 2018.

[Signature]
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 12/09/2020



Title: OWNER OF THE COMFORT
PARCEL:

2520 Stirling Management, LLC, a Florida
limited liability company

By: WP
Name: Michael M. Pfeffer
Title: Owner

STATE OF Florida
COUNTY OF DADE

I, Ruth Gahlani, a Notary Public of the County and State
aforesaid, do hereby certify that, Michael Pfeffer, the OWNER
of 2520 Stirling Management, LLC, personally known to me or who produced
Driver's License as identification, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument. Witness my hand and official
stamp or seal, this 24 day of January, 2018.

[Signature]
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

10/20/2021



Schedule I
Legal Description of the Kimco Parcel

**Parcel A of DANIA POINTE, according to the plat thereof, recorded in Plat Book 183,
Page 91, of the Public Records of Broward County, Florida**

CHI 63332024

Schedule II

Legal Description of the Hill Parcel

(SEE ATTACHED)

**STONER & ASSOCIATES, INC.**

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 88334341 S.W. 82nd Avenue
Davie, Florida 33314Tel. (954) 585-0997
Fax (954) 585-3927

**LEGAL DESCRIPTION OF
ACCESS EASEMENT
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE S.01°48'33"E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.01°48'33"E. ALONG SAID EAST LINE, A DISTANCE OF 88.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.01°24'52"E. INTO THE RADIUS POINT;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 80.00 FEET FOR AN ARC DISTANCE OF 38.31 FEET TO A POINT OF TANGENCY;

THENCE N.07°30'29"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.00 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY;

THENCE N.02°25'48"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.00 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 108.80 FEET;

THENCE N.47°26'48"W. A DISTANCE OF 21.21 FEET;

THENCE S.87°34'12"W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 0.25 ACRES (10,958 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.07°34'12"E., ALONG THE SOUTH LINE SOUTHWEST ONE-QUARTER (S.W.1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 88016-2500.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITH THE BENEFIT OF A TITLE SEARCH STATED IN NOTE NO. 1 ABOVE. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT © 2017

DATE: Nov 06, 2017

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

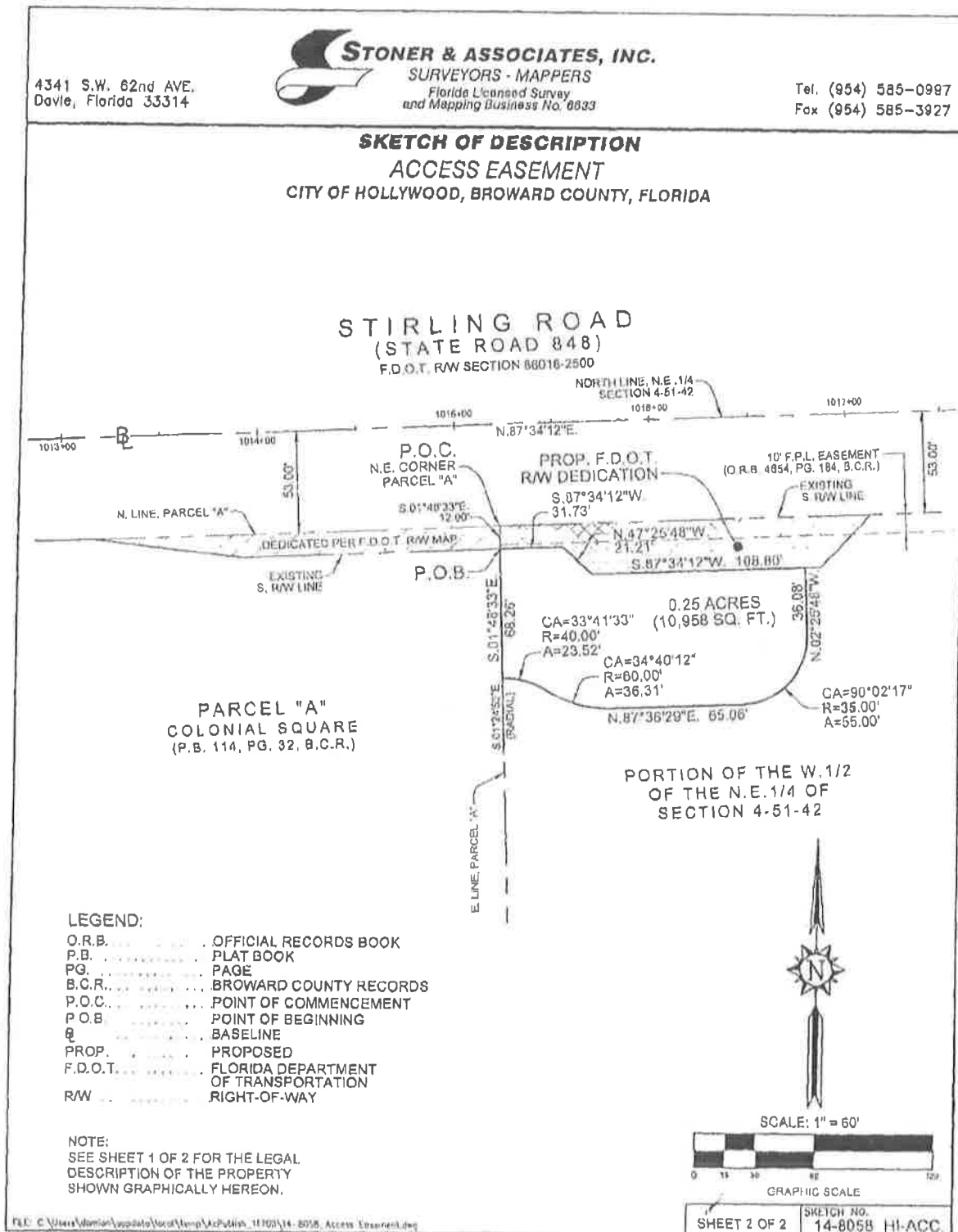
DATE OF SKETCH	DRAWN BY	CHECKED BY	FIELD BOOK
11/03/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058_HIL-ACC.



Schedule III

Legal Description of the LVP Parcel

A portion of Parcel "A" of "COLONIAL SQUARE", as recorded in Plat Book 114, Page 32, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeast corner of said Parcel "A", run South 0°37'25" West along the East line of Parcel "A" 12 feet to a Point of Beginning; thence continue South 0°37'25" West 491.29 feet; thence North 89°22'35" West 73 feet; thence North 0°37'25" East 70.69 feet; thence North 89°22'35" West 64 feet; thence North 0°37'25" East 374 feet; thence, North 89°23'06" West 12.88 feet; thence North 0°36'54" East 47.78 feet; thence South 80°54'3.5" East 17.82 feet; thence East 132.27 feet to the Point of Beginning.

TOGETHER WITH rights of ingress/egress and other rights as set forth in that certain Easement Agreement, dated February 9, 1987, between Louis Stinson, Jr., as Trustee; and Stirling Properties Associates I, Ltd., recorded in Official Records Book 14192, Page 890, as modified by that certain Modification of Easement Agreement, dated March 8, 1996, recorded in Official Records Book 24583, Page 371 and re-recorded in Official Records Book 25079, Page 176, all of the Public Records of Broward County, Florida.

TOGETHER WITH rights of ingress/egress and other rights as set forth in that certain Easement Agreement, dated June 26, 1986, between Louis Stinson, Jr., as Trustee and Atlantis, Ltd. and Stirling Properties Associates I, Ltd., recorded in Official Records Book 13526, Page 14, as modified by that certain Notice of Sewer Easement and Partial Easement Release, dated February 17, 1994, recorded in Official Records Book 21906, Page 211, all of the Public Records of Broward County, Florida.

TOGETHER WITH rights of ingress/egress and other rights as set forth in that certain Easement and Operating Agreement dated January 26, 1998, between Stirling Properties Associates I, Ltd and Stirling Hotel Associates, Ltd., recorded in Official Records Book 27647, Page 379, of the Public Records of Broward County, Florida.

CHI 63332024

Schedule IV

Legal Description of the Comfort Parcel

A portion of Parcel "A" of Colonial Square, according to the Plat thereof, as recorded in Plat Book 114, Page 32, of the Public Records of Broward County, Florida, described as follows:

Beginning at the Northwest corner of said Parcel "A", run East along the North line of Parcel "A" 127.50 feet; thence, South 80 degrees 54'35" East 58.13 feet; thence, South 0 degrees 36'54" West, 47.78 feet; thence, South 89 degrees 23'06" East 12.88 feet; thence, South 0 degrees 37'25" West 374 feet; thence, South 89 degrees 22'35" East 64 feet; thence South 0 degrees 37'25" West 70.69 feet; thence, South 89 degrees 22' 35" East 73 feet to the East line of Parcel "A"; thence South 0 degrees 37' 25" West along said East line 174.02 feet; thence, West 334.80 feet to the West line of Parcel "A"; thence, North 0 degrees 36' 54" East along said West line 677.32 feet to the Point of Beginning; said lands situate, lying and being in Broward County, Florida

TOGETHER WITH the access, sewer, water, drainage and retention easements contained in that certain Easement Agreement, dated February 9, 1987, between Louis Stinson, Jr., as Trustee, and Stirling Properties Associates I, Ltd., recorded in Official Records Book 14192, Page 890, Broward County, Florida records, as modified by that certain Modification of Easement Agreement, dated March 8, 1996, between Stirling Hotel Associates, Ltd. and Stirling Properties Associates I, Ltd., recorded in Official Records Book 24583, Page 371, aforesaid records, as re-recorded in Official Records Book 25079, Page 176, aforesaid records.

TOGETHER WITH the sewer and water easements contained in that certain Easement Agreement, dated June 26, 1986, among Louis Stinson, Jr., as Trustee, Atlantis, Ltd., a Florida limited partnership, and Stirling Properties Associates I, Ltd., recorded in Official Records Book 13526, Page 14, Broward County, Florida records, modified by that certain Notice of Sewer Easement and Partial Easement Release, dated February 17, 1994, recorded in Official Records Book 21906, Page 211, aforesaid records.

TOGETHER WITH the parking, utilities, waterline, storm, drainage and sanitary sewer, and other easements contained of paragraphs 2 (i) and (ii) and 5 (i), (ii) and (iii) of records that certain Easement and Operating Agreement, dated January 26, 1998, between Stirling Properties Associates I, Ltd. and Stirling Hotel Associates, Ltd., recorded in Official Records Book 27647, Page 379, of the aforesaid records.

CHI 63332024

Exhibit A

Access Work

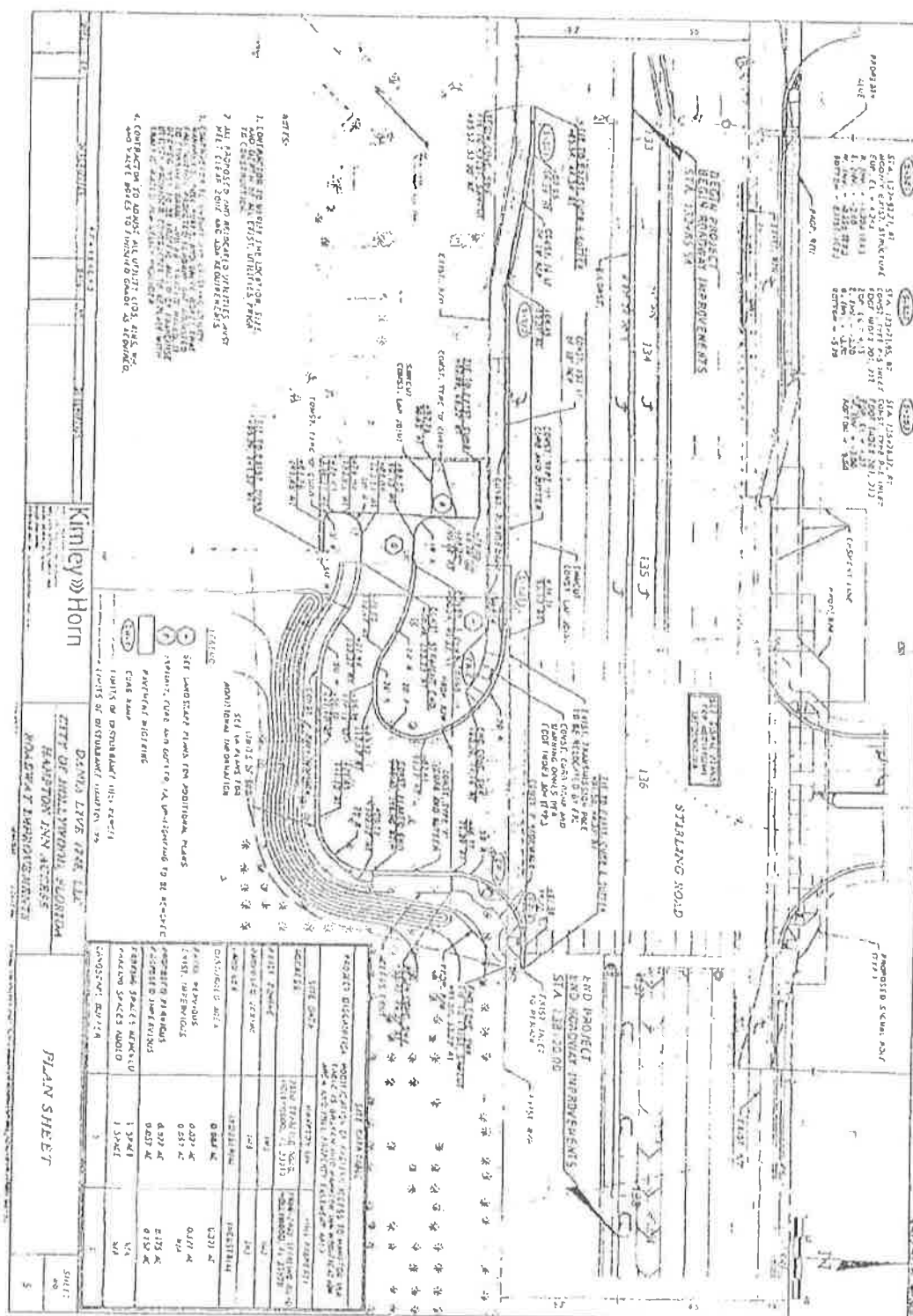
**CONSTRUCTION PLANS
FOR
HAMPTON INN ACCESS
LOCATED IN
CITY OF HOLLYWOOD, FLORIDA
DANIA LIVE 1748, LLC
6060 PIEDMONT ROW DRIVE SOUTH, STE 200
CHARLOTTE, NC 28287
OFF-SITE ROADWAY CONTRACT PLANS
HAMPTON INN ACCESS
ROADWAY IMPROVEMENT PROJECT**

**AS PREPARED BY
KIMLEY HORN
PROJECT NUMBER: 147337007**

Exhibit B
Site Plan
(SEE ATTACHED)

1690288v3 303024.0001

21





Site Address	MEADE STREET, HOLLYWOOD FL 33020	ID #	5142 04 00 0120
Property Owner	CF & A HILL FAMILY LTD	Millage	0513
Mailing Address	261 SW 13 ST DANIA BEACH FL 33004	Use	69
Abbr Legal Description	4-51-42 S2/3 OF N3/4 OF E1/2 OF W1/2 OF NE1/4 LESS CANAL R/W LESS PT TO C & SFFCD		

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).

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Agricultural Savings	Just / Market Value	Assessed / SOH Value	Tax
2021	\$3,113,890		\$1,675,600	\$1,438,290	\$1,438,290	
2020	\$3,113,890		\$1,675,600	\$1,438,290	\$1,438,290	
2019	\$3,113,890		\$1,675,600	\$1,438,290	\$1,438,290	\$30,573.14

2021 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$1,438,290	\$1,438,290	\$1,438,290	\$1,438,290
Portability	0	0	0	0
Assessed/SOH	\$1,438,290	\$1,438,290	\$1,438,290	\$1,438,290
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$1,438,290	\$1,438,290	\$1,438,290	\$1,438,290

Sales History

Date	Type	Price	Book/Page or CIN
12/9/2019	QC*-T	\$100	116222495
12/4/2019	WD*-T	\$100	116222494
6/25/2019	WD*-T	\$100	115890742
6/25/2019	WD*-T	\$100	115890741
3/20/2006	WD*	\$100	41719 / 283

Land Calculations

Price	Factor	Type
\$3,000	9.20	NU
\$185,130	7.62	AC
\$185,130	9.20	AG
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
L								
1								



Re

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 SECOND INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL CARDS FOR 2020-2021 WERE MAILED OUT JULY 1, 2020, AND TAXES ARE NOW DUE AND PAYABLE:

Renewal balances can be paid online by most businesses unless Certificates or Licenses are required.

Search your account by the Business Tax Receipt Number. A green "Pay Receipt" link will display if you qualify to pay online. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "**Print Your Business Tax Receipt**". You can contact us at businesstax@broward.org.

Real Estate Account At MEADE ST

Real Estate Account #514204-00-0120



Parcel details



Latest bill



View/Print full bill history

2019

2018

2017

2016

...

2004

PAID

PAID

PAID

PAID

PAID

Real Estate 2019 Annual Bill

 Print this bill (PDF)

Broward County Records, Taxes & Treasury Div. Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number Alternate key Escrow code Millage code
 514204-00-0120 669978 — 0513

PAID 2019-12-06

\$29,350.21

Effective 2019-11-30

Receipt #1CP-19-

00005010

Print Receipt 

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

Owner

CF & A HILL FAMILY LTD
 261 SW 13 ST
 DANIA BEACH, FL 33004

Situation address

MEADE ST

Legal description

4-51-42 S2/3 OF N3/4 OF E1/2 OF W1/2 OF NE1/4 LESS CANAL R/W LESS PT TO C & SFCD

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	1,438,290	0	1,438,290	\$7,893.05
VOTED DEBT	0.18120	1,438,290	0	1,438,290	\$260.62
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	1,438,290	0	1,438,290	\$7,385.62
CAPITAL OUTLAY	1.50000	1,438,290	0	1,438,290	\$2,157.43
VOTER APPROVED DEBT LEVY	0.10430	1,438,290	0	1,438,290	\$150.01
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	1,438,290	0	1,438,290	\$57.10
OKEECHOBEE BASIN	0.12460	1,438,290	0	1,438,290	\$179.21
SFWMD DISTRICT	0.11520	1,438,290	0	1,438,290	\$165.69
SOUTH BROWARD HOSPITAL	0.12600	1,438,290	0	1,438,290	\$181.22
CHILDREN'S SVCS COUNCIL OF BC	0.48820	1,438,290	0	1,438,290	\$702.17
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	1,438,290	0	1,438,290	\$10,738.99
DEBT SERVICE	0.45610	1,438,290	0	1,438,290	\$656.00
FL INLAND NAVIGATION	0.03200	1,438,290	0	1,438,290	\$46.03
Total	21.25660				\$30,573.14

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
No non-ad valorem assessments.		

Combined taxes and assessments: \$30,573.14

If paid by: Nov 30, 2019
 Please pay: \$0.00

PAID 2019-12-06
\$29,350.21
Effective 2019-11-30
Receipt #1CP-19-
00005010
[Print Receipt](#)



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Re

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 SECOND INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL CARDS FOR 2020-2021 WERE MAILED OUT JULY 1, 2020, AND TAXES ARE NOW DUE AND PAYABLE:

Renewal balances can be paid online by most businesses unless Certificates or Licenses are required.

Search your account by the Business Tax Receipt Number. A green "Pay Receipt" link will display if you qualify to pay online. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "**Print Your Business Tax Receipt**". You can contact us at businesstax@broward.org.

Bill History — Real Estate Account At MEADE ST

Real Estate Account #514204-00-0120

Parcel details

Latest bill

View/Print full bill history

Print this page

There are no unpaid bills.

Amounts as of 10/06/2020

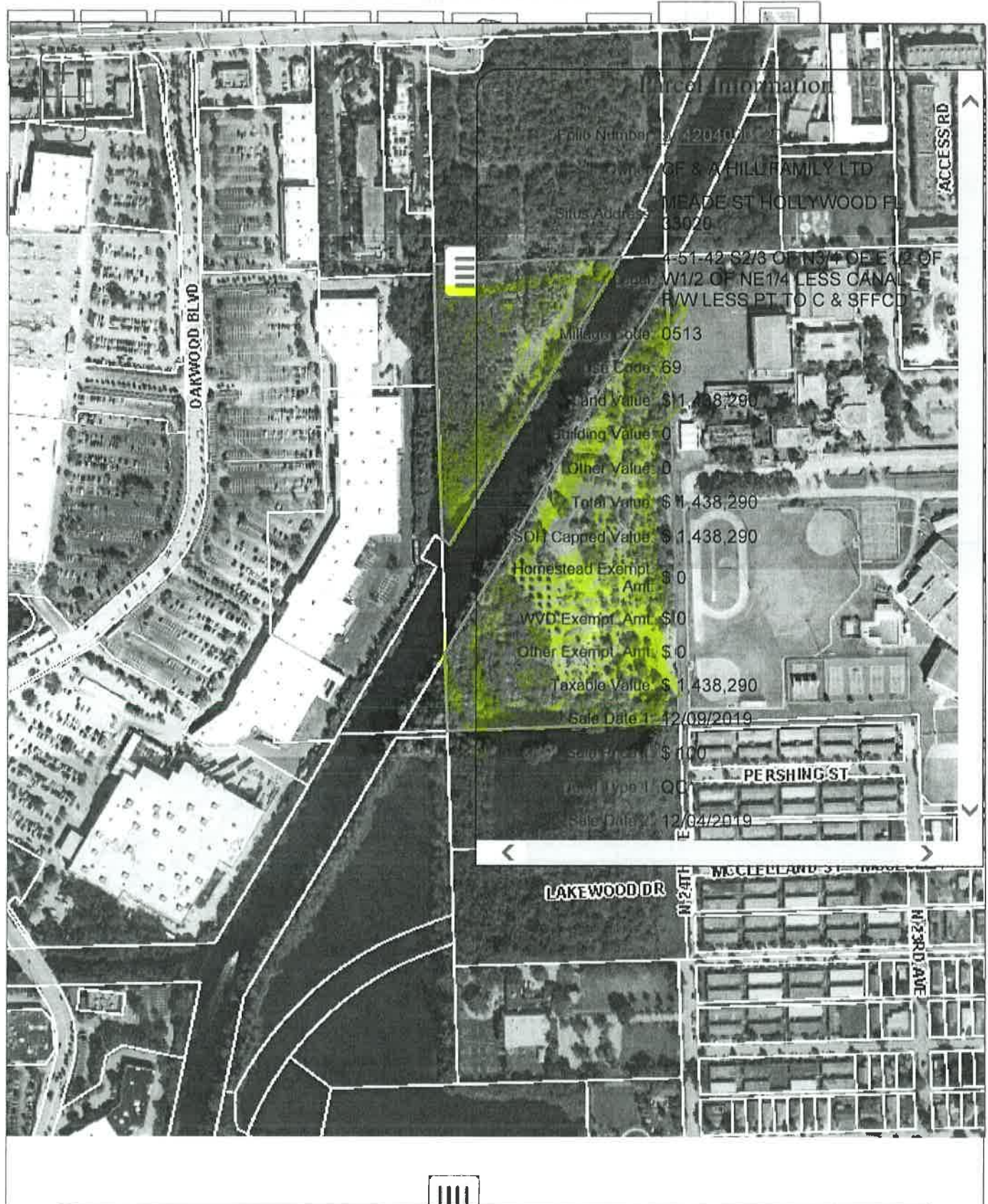
Bill	Balance	Status	Action
2019 Annual Bill	\$0.00	12/08/2019 Paid \$29,350.21 Receipt #1CP-19-00005010 Effective 11/30/2019	Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.

Bill	Balance	Status	Action
 2018 Annual Bill	\$0.00	11/29/2018 Paid \$28,618.02 Receipt #1CP-18-00003636	 Print (PDF)
 2017 Annual Bill	\$0.00	11/17/2017 Paid \$28,840.44 Receipt #1CP-17-00001912 <i>Effective 11/16/2017</i>	 Print (PDF)
 2016 Annual Bill	\$0.00	12/07/2016 Paid \$30,537.53 Receipt #1CP-16-00008105 <i>Effective 11/30/2016</i>	 Print (PDF)
 2015 Annual Bill	\$0.00	12/04/2015 Paid \$30,119.46 Receipt #01B-15-00000795 <i>Effective 11/30/2015</i>	 Print (PDF)
 2014 Annual Bill	\$0.00	11/21/2014 Paid \$30,355.09 Receipt #01C-14-00000458	 Print (PDF)
 2013 Annual Bill	\$0.00	12/02/2013 Paid \$33,269.03 Receipt #039-13-00000783	 Print (PDF)
 2012 Annual Bill	\$0.00	11/26/2012 Paid \$33,171.20 Receipt #LBD-12-00003054 <i>Effective 11/23/2012</i>	 Print (PDF)
 2011 Annual Bill	\$0.00	11/23/2011 Paid \$33,541.33 Receipt #LBX-11-00066412 <i>Effective 11/22/2011</i>	 Print (PDF)
 2010 Annual Bill	\$0.00	12/07/2010 Paid \$33,777.12 Receipt #LBX-10-00158020 <i>Effective 11/30/2010</i>	 Print (PDF)
 2009 Annual Bill	\$0.00	12/09/2009 Paid \$30,350.02 Receipt #12A-09-00002227 <i>Effective 11/30/2009</i>	 Print (PDF)
 2008 Annual Bill	\$0.00	12/02/2008 Paid \$29,468.29 Receipt #2008-7116337 <i>Effective 11/01/2008</i>	 Print (PDF)
 2007 Annual Bill	\$0.00	12/04/2007 Paid \$29,724.07 Receipt #2007-7450620 <i>Effective 11/01/2007</i>	 Print (PDF)
 2006 Annual Bill	\$0.00	12/08/2006 Paid \$11,037.46 Receipt #2006-7187820 <i>Effective 11/30/2006</i>	 Print (PDF)
 2005 Annual Bill	\$0.00	12/07/2005 Paid \$8,014.22 Receipt #2005-9102664 <i>Effective 11/30/2005</i>	 Print (PDF)
 2004 Annual Bill	\$0.00	11/15/2004 Paid \$3,908.91 Receipt #2004-1700832	 Print (PDF)
Total Balance	\$0.00	There are no unpaid bills.	



[Search By Folio](#)[Search By Name](#)[Search By Address](#)[Help](#)[About](#)

Marty Kiar Broward County Property Appraiser Florida





MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	STIRLING ROAD, HOLLYWOOD FL 33020	ID #	5142 04 00 0110
Property Owner	CF & A HILL FAMILY LTD	Millage	0513
Mailing Address	261 SW 13 ST DANIA BEACH FL 33004	Use	69
Abbr Legal Description	4-51-42 N1/3 OF N3/4 OF E1/2 OF W1/2 OF NE1/4 LESS CANAL R/W LESS PT TO C & SFFCD & LESS N 53 FOR RD, & LESS INSTR #114849262 BCR & LESS INSTR #114849263 BCR		

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).

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values						
Year	Land	Building / Improvement	Agricultural Savings	Just / Market Value	Assessed / SOH Value	Tax
2021	\$1,714,300		\$1,686,520	\$27,780	\$27,780	
2020	\$1,714,300		\$1,686,520	\$27,780	\$27,780	
2019	\$1,714,300		\$1,686,520	\$27,780	\$27,780	\$590.50

2021 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$27,780	\$27,780	\$27,780	\$27,780
Portability	0	0	0	0
Assessed/SOH	\$27,780	\$27,780	\$27,780	\$27,780
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$27,780	\$27,780	\$27,780	\$27,780

Sales History			
Date	Type	Price	Book/Page or CIN
12/9/2019	QC*-T	\$100	116222495
12/4/2019	WD*-T	\$100	116222494
6/25/2019	WD*-T	\$100	115890742
6/25/2019	WD*-T	\$100	115890741
3/20/2006	WD*	\$100	41719 / 283

Land Calculations		
Price	Factor	Type
\$3,000	9.26	NU
\$185,130	9.26	AG
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
L								
1								



Re

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 SECOND INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL CARDS FOR 2020-2021 WERE MAILED OUT JULY 1, 2020, AND TAXES ARE NOW DUE AND PAYABLE:

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Search your account by the Business Tax Receipt Number. A green "Pay Receipt" link will display if you qualify to pay online. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "**Print Your Business Tax Receipt**". You can contact us at businesstax@broward.org.

Real Estate Account At STIRLING RD

Real Estate Account #514204-00-0110

Parcel details

Latest bill

View/Print full bill history

2019

2018

2017

2016

...

2004

PAID

PAID

PAID

PAID

PAID

Real Estate 2019 Annual Bill

 [Print this bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
514204-00-0110	669976	—	0513

PAID 2019-12-06

\$566.88

Effective 2019-11-30**Receipt #**1CP-19-

00005010

[Print Receipt](#) 

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

Owner

CF & A HILL FAMILY LTD
261 SW 13 ST
DANIA BEACH, FL 33004

Situs address

STIRLING RD

Legal description

4-51-42 N1/3 OF N3/4 OF E1/2 OF W1/2 OF NE1/4 LESS CANAL R/W LESS PT TO C & SFFCD & LESS N
53 FOR RD, & LESS INSTR #114849262 BCR & LESS INSTR #114849263 BCR

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	27,780	0	27,780	\$152.45
VOTED DEBT	0.18120	27,780	0	27,780	\$5.03
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	27,780	0	27,780	\$142.65
CAPITAL OUTLAY	1.50000	27,780	0	27,780	\$41.67
VOTER APPROVED DEBT LEVY	0.10430	27,780	0	27,780	\$2.90
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	27,780	0	27,780	\$1.10
OKEECHOBEE BASIN	0.12460	27,780	0	27,780	\$3.46
SFWMD DISTRICT	0.11520	27,780	0	27,780	\$3.20
SOUTH BROWARD HOSPITAL	0.12600	27,780	0	27,780	\$3.50
CHILDREN'S SVCS COUNCIL OF BC	0.48820	27,780	0	27,780	\$13.56
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	27,780	0	27,780	\$207.42
DEBT SERVICE	0.45610	27,780	0	27,780	\$12.67
FL INLAND NAVIGATION	0.03200	27,780	0	27,780	\$0.89
Total	21.25660				\$590.50

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
No non-ad valorem assessments.		

Combined taxes and assessments: \$590.50

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-12-08

\$566.88

Effective 2019-11-30

Receipt #1CP-19-

00005010

Print Receipt 



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Bill History — Real Estate Account At STIRLING RD

Real Estate Account #514204-00-0110

Parcel details

Latest bill

View/Print full bill history

Print this page

There are no unpaid bills.

Amounts as of 10/06/2020

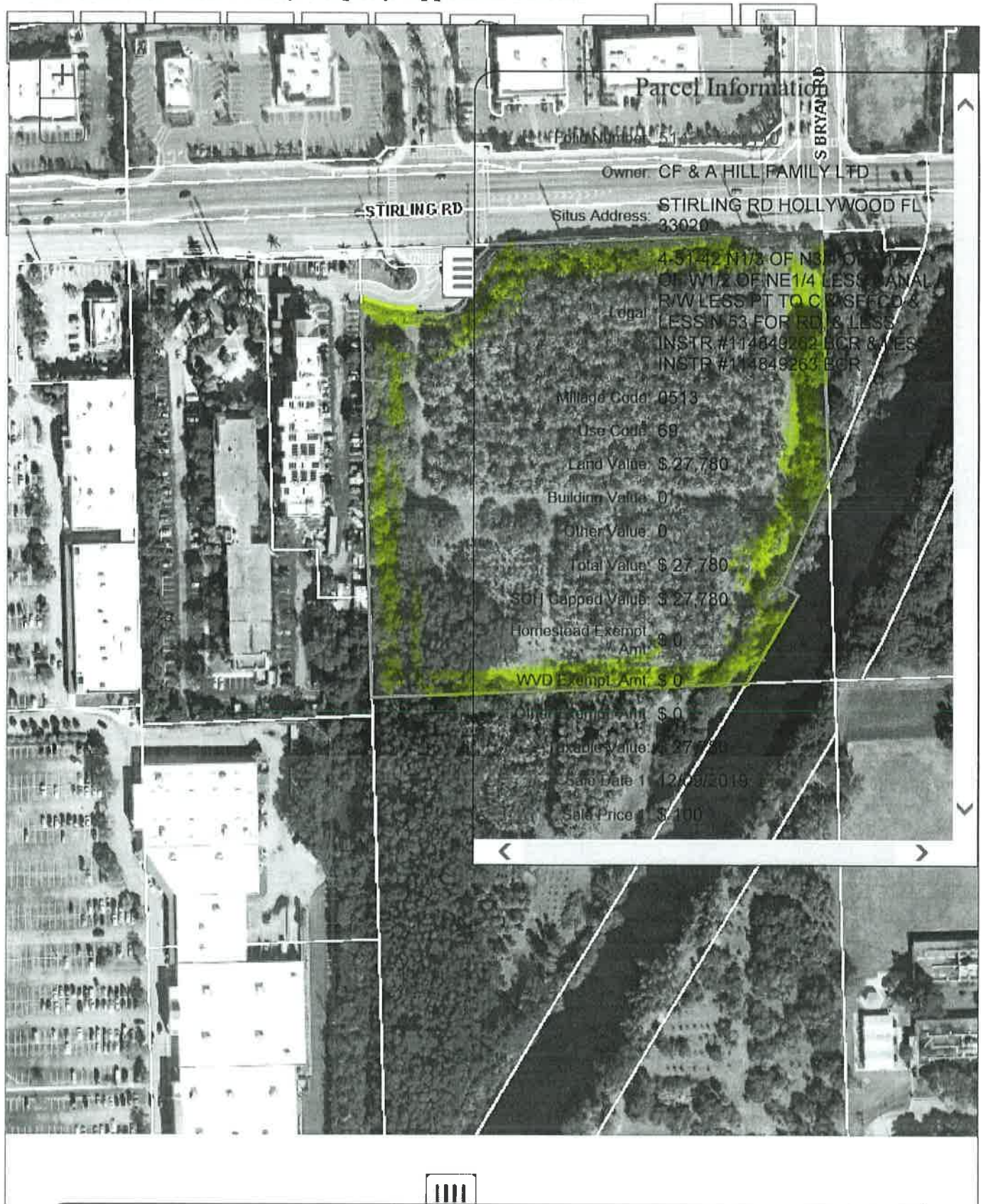
Bill	Balance	Status	Action
2019 Annual Bill	\$0.00	12/06/2019 Paid \$566.88 Receipt #1CP-19-00005010 Effective 11/30/2019	Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.

Bill	Balance	Status	Action
 2018 Annual Bill	\$0.00	11/29/2018 Paid \$552.74 Receipt #1CP-18-00003636	 Print (PDF)
 2017 Annual Bill	\$0.00	11/17/2017 Paid \$578.09 Receipt #1CP-17-00001912 <i>Effective 11/16/2017</i>	 Print (PDF)
 2016 Annual Bill	\$0.00	12/07/2016 Paid \$590.18 Receipt #1CP-16-00008105 <i>Effective 11/30/2016</i>	 Print (PDF)
 2015 Annual Bill	\$0.00	12/04/2015 Paid \$603.73 Receipt #01B-15-00000795 <i>Effective 11/30/2015</i>	 Print (PDF)
 2014 Annual Bill	\$0.00	11/21/2014 Paid \$508.80 Receipt #01C-14-00000458	 Print (PDF)
 2013 Annual Bill	\$0.00	12/02/2013 Paid \$493.71 Receipt #039-13-00000783	 Print (PDF)
 2012 Annual Bill	\$0.00	11/26/2012 Paid \$492.28 Receipt #LBD-12-00003199 <i>Effective 11/23/2012</i>	 Print (PDF)
 2011 Annual Bill	\$0.00	12/08/2011 Paid \$497.76 Receipt #20C-11-00000529 <i>Effective 11/30/2011</i>	 Print (PDF)
 2010 Annual Bill	\$0.00	12/07/2010 Paid \$501.27 Receipt #LBX-10-00157803 <i>Effective 11/30/2010</i>	 Print (PDF)
 2009 Annual Bill	\$0.00	12/09/2009 Paid \$474.61 Receipt #12A-09-00002227 <i>Effective 11/30/2009</i>	 Print (PDF)
 2008 Annual Bill	\$0.00	12/02/2008 Paid \$460.83 Receipt #2008-7116334 <i>Effective 11/01/2008</i>	 Print (PDF)
 2007 Annual Bill	\$0.00	12/04/2007 Paid \$464.82 Receipt #2007-7450617 <i>Effective 11/01/2007</i>	 Print (PDF)
 2006 Annual Bill	\$0.00	12/12/2006 Paid \$517.14 Receipt #2006-7198507 <i>Effective 11/01/2006</i>	 Print (PDF)
 2005 Annual Bill	\$0.00	12/08/2005 Paid \$540.94 Receipt #2005-3004834	 Print (PDF)
 2004 Annual Bill	\$0.00	11/15/2004 Paid \$440.13 Receipt #2004-1700832	 Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.



[Search By Folio](#)[Search By Name](#)[Search By Address](#)[Help](#)[About](#)

Marty Kiar Broward County Property Appraiser Florida



Parcel Information

Folio Number: 5142040001

Owner: CF & A HILL FAMILY LTD

Situs Address: STIRLING RD HOLLYWOOD FL 33020

Legal: 4-51-42 N1/3 OF N3/4 OF 1/2 OF W1/2 OF NE1/4 LESS CANAL R/W LESS PT TO CR SFCD & LESS N 53 FOR RD. & LESS INSTR #114840262 LCR & MES INSTR #114849263 ECR

Millage Code: 0513

Use Code: 69

Land Value: \$ 27,780

Building Value: 0

Other Value: 0

Total Value: \$ 27,780

SOI Gapped Value: \$ 27,780

Homeslead Exempt Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 0

Taxable Value: \$ 27,780

Sale Date: 12/09/2019

Sale Price: \$ 100



Site Address	STIRLING ROAD, HOLLYWOOD FL 33020	ID #	5142 04 00 0112
Property Owner	STIRLING ACCESS LLC	Millage	0513
Mailing Address	261 SW 13 ST DANIA BEACH FL 33004	Use	10
Abbr Legal Description	4-51-42 A PORTION OF W1/2 OF NE1/4 OF SEC 4-51-42 DESC AS:COMM AT NE COR OF PAR "A" PER COLONIAL SQUARE 114-32 B, S ALG E/L OF PAR "A" 12 TO POB,CONT S 68.26 TO P/C, ELY & SELY 23.52 TO P/R/C,SELY & ELY 36.31, E 65.06 TO P/C, ELY NELY & NLY 55, N 36.08, W 108.80, NW 21.21, W 31.73 TO POB		

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).

* 2021 values are considered "working values" and are subject to change.								
Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2021	\$46,550	\$11,600	\$58,150	\$58,150				
2020	\$46,550	\$11,600	\$58,150	\$58,150				
2019	\$46,550		\$46,550	\$46,550	\$989.51			
2021 Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$58,150	\$58,150	\$58,150	\$58,150				
Portability	0	0	0	0				
Assessed/SOH	\$58,150	\$58,150	\$58,150	\$58,150				
Homestead	0	0	0	0				
Add. Homestead	0	0	0	0				
Wid/Vet/Dis	0	0	0	0				
Senior	0	0	0	0				
Exempt Type	0	0	0	0				
Taxable	\$58,150	\$58,150	\$58,150	\$58,150				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
6/26/2019	DRR-T	\$100	115890740	\$4.25	10,952	SF		
1/23/2018	SWD-T	\$100	114849262					
				Adj. Bldg. S.F. (Card, Sketch)				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
L								
1								



Re

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

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Real Estate Account At STIRLING RD

Real Estate Account #514204-00-0112

Parcel details

Latest bill

View/Print full bill history

2019

2018

PAID


PAID

Real Estate 2019 Annual Bill

 [Print this bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
 514204-00-0112	834438	—	0513

PAID 2019-11-26

\$949.93

Effective 2019-11-25

Receipt #LBX-19-

00077035

Print Receipt 

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

Owner

STIRLING ACCESS LLC
261 SW 13 ST
DANIA BEACH, FL 33004

Situs address

STIRLING RD

Legal description

4-51-42 A PORTION OF W1/2 OF NE1/4 OF SEC 4-51-42 DESC AS:COMM AT NE COR OF PAR "A" PER COLONIAL SQUARE 114-32 B, S ALG E/L OF PAR "A" 12 TO POB,CONT S 68.26 TO P/C, ELY & SELY 23.52 TO P/R/C,SELY & ELY 36.31, E 65.06 TO P/C, ELY NELY & NLY 55, N 36.08, W 108.80, NW 21.21, W 31.73 TO POB

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	46,550	0	46,550	\$255.46
VOTED DEBT	0.18120	46,550	0	46,550	\$8.43
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	46,550	0	46,550	\$239.03
CAPITAL OUTLAY	1.50000	46,550	0	46,550	\$69.83
VOTER APPROVED DEBT LEVY	0.10430	46,550	0	46,550	\$4.86
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	46,550	0	46,550	\$1.85
OKEECHOBEE BASIN	0.12460	46,550	0	46,550	\$5.80
SFWMD DISTRICT	0.11520	46,550	0	46,550	\$5.36
SOUTH BROWARD HOSPITAL	0.12600	46,550	0	46,550	\$5.87
CHILDREN'S SVCS COUNCIL OF BC	0.48820	46,550	0	46,550	\$22.73
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	46,550	0	46,550	\$347.57
DEBT SERVICE	0.45610	46,550	0	46,550	\$21.23
FL INLAND NAVIGATION	0.03200	46,550	0	46,550	\$1.49
Total	21.25660				\$989.51

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
No non-ad valorem assessments.		

Combined taxes and assessments: \$989.51

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-26

\$949.93

Effective 2019-11-25

Receipt #LBX-19-

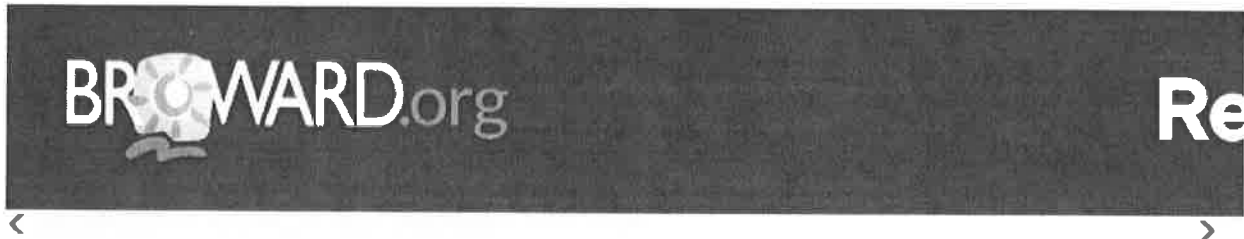
00077035

[Print Receipt](#) 



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Bill History — Real Estate Account At STIRLING RD

Real Estate Account #514204-00-0112

Parcel details

Latest bill



View/Print full bill history

Print this page

There are no unpaid bills.

Amounts as of 10/06/2020

Bill	Balance	Status	Action
2019 Annual Bill	\$0.00	11/26/2019 Paid \$949.93 Receipt #LBX-19-00077035 Effective 11/25/2019	Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.

Bill	Balance	Status	Action
 2018 Annual Bill	\$0.00	11/29/2018 Paid \$926.23 Receipt #1CP-18-00003636	 Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.



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Property Id: 514204000112

**Please see map disclaimer



October 6, 2020

TITLE COMMITMENT LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 53 FEET THEREOF FOR RIGHT-OF-WAY OF STIRLING ROAD AND ALSO LESS AND EXCEPT THE FOLLOWING FOUR PARCELS:

LESS OUT 1:

RIGHT-OF-WAY PARCEL CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 115045782, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE N. 87°34'12" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86018-2500, A DISTANCE OF 190.60 FEET; THENCE S. 42°34'12" W. A DISTANCE OF 38.18 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 117.00 FEET; THENCE N. 47°25'48" W. A DISTANCE OF 21.21 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 31.73 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE N. 01°48'33" W. ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

LESS OUT 2:

SIGNAL POLE PARCEL CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 115045782, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A SIGNAL POLE PARCEL BEING A PORTION OF THE WEST HALF (W.1/2) OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE N. 87°34'12" E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF STIRLING ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86018-2500, A DISTANCE OF 587.20 FEET TO THE POINT OF BEGINNING OF THE CANAL; THENCE CONTINUE N. 87°34'12" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE S. 02°25'48" E. A DISTANCE OF 2.00 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 7.00 FEET; THENCE N. 02°25'48" W. A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

LESS OUT 3:

CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4 OF NE 1/4) OF SAID SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

LESS OUT 4:

ACCESS

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE S. 01°48'33" E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S. 01°48'33" E. ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S. 01°24'52" E INTO THE RADIUS POINT; THENCE, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY; THENCE N. 87°36'29" E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY; THENCE N. 02°25'48" W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 108.80 FEET; THENCE N. 47°25'48" W. A DISTANCE OF 21.21 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1:

CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE,

NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

PARCEL 3:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

LESS OUT 1:

CANAL RIGHT-OF-WAY

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E 1/2 OF NW 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST; SAID PARCEL OF LAND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION 4, BEAR SOUTH 1°46'57" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION, A DISTANCE OF 386.87 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 24°34'20" WEST, A DISTANCE OF 201.44 FEET; THENCE, SOUTH 62°39'20" EAST, A DISTANCE OF 30.04 FEET; THENCE, SOUTH 30°07' WEST, A DISTANCE OF 1106.85 FEET; THENCE, NORTH 59°53' WEST, A DISTANCE OF 25.2 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, SOUTH 1°47'55" EAST, ALONG SAID WEST LINE, A DISTANCE OF 331.38 FEET; THENCE, NORTH 30°07' EAST, A DISTANCE OF 1266.8, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW 1/4 OF NE 1/4) OF SAID SECTION; THENCE, NORTH 1°46'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 377.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THE BEARINGS IN THE ABOVE DESCRIPTION REFER TO THE STANDARD RECTANGULAR SYSTEM FOR THE EAST ZONE OF FLORIDA.

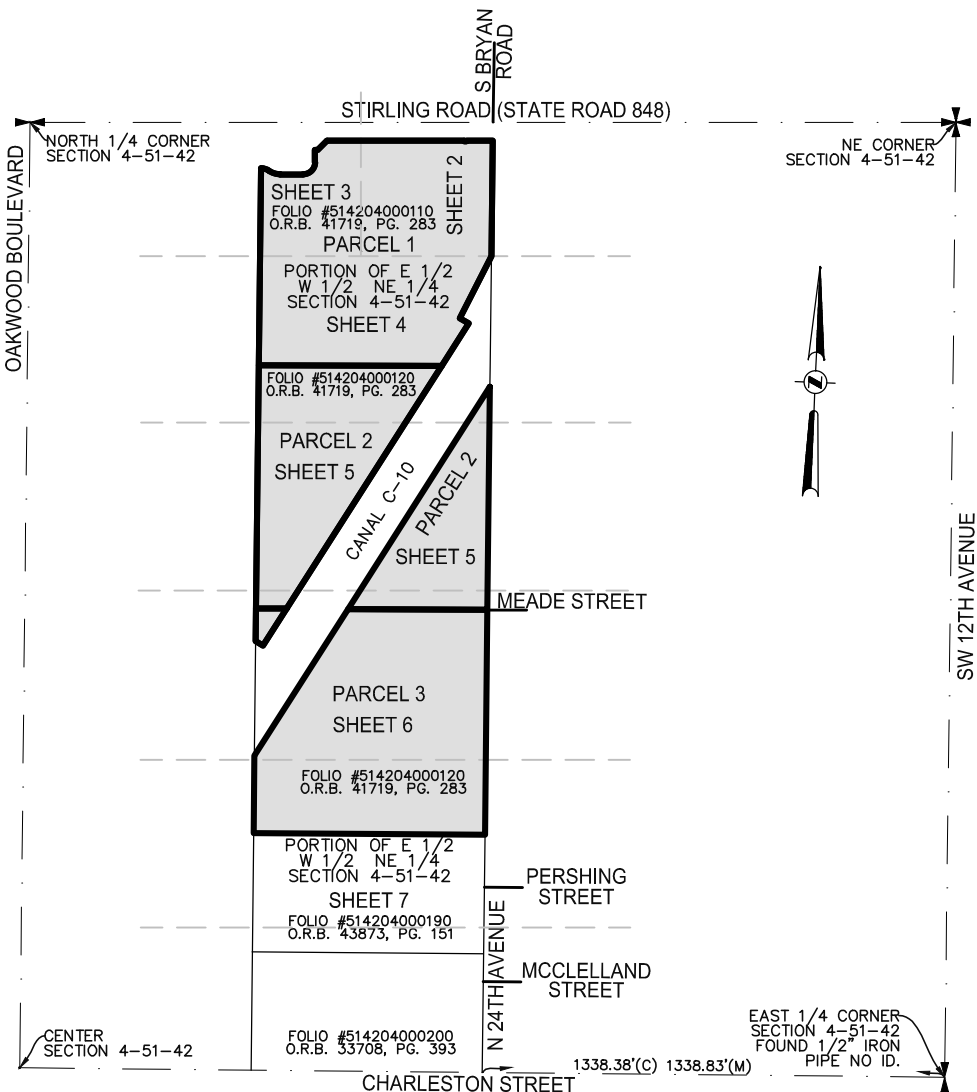
PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF (W. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL OF "A", AS SHOWN ON THE PLAT OF COLONIAL SQUARE, RECORDED IN PLAT BOOK 114, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE S. 01°48'33" E. ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S. 01°48'33" E. ALONG SAID EAST LINE, A DISTANCE OF 68.26 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S. 01°24'52" E INTO THE RADIUS POINT; THENCE, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°41'33" AND A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 34°40'12" AND A RADIUS OF 60.00 FEET FOR AN ARC DISTANCE OF 36.31 FEET TO A POINT OF TANGENCY; THENCE N. 87°36'29" E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 65.06 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'17" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY; THENCE N. 02°25'48" W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 36.08 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 108.80 FEET; THENCE N. 47°25'48" W. A DISTANCE OF 21.21 FEET; THENCE S. 87°34'12" W. A DISTANCE OF 31.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE

NOTES:

- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK: 1798; ELEVATION: 11.286 FEET & BENCHMARK: 1132; ELEVATION: 9.322 FEET.
- FLOOD ZONE: AE/AH/X; BASE FLOOD ELEVATION: 4'/3"/NONE; PANEL #125113 0566H; MAP DATE: 08/18/14.
- THIS SITE LIES IN SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 4-51-42 BEING S87°42'12"W.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
- THIS SITE CONTAINS NO PARKING SPACES.
- ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.
- THIS SURVEY WAS PREPARED WITH BENEFIT OF PROPERTY INFORMATION REPORT, FILE NO.: 8122200 REVISED, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED THROUGH SEPTEMBER 30, 2020 AT 11:00 PM. THE FOLLOWING ITEMS ARE DOCUMENTS COVERING CAPTION PROPERTY:
 - ITEM 1-TERMS AND PROVISIONS OF GROUND LEASE IN INSTRUMENT #115926478, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 2-EASEMENT TO FLORIDA POWER & LIGHT COMPANY IN O.R.B. 4654, PAGE 184, APPLIES TO THIS SITE AS DEPICTED HEREON.
 - ITEM 3-ORDINANCE NO. 2002-61 IN O.R.B. 34145, PAGE 1891, MAY APPLY TO THIS SITE. MAP IN DOCUMENT IS ILLEGIBLE.
 - ITEM 4-EASEMENT IN INSTRUMENT NO. 114851500, DEPICTED HEREON, DOES NOT APPLY TO THIS SITE.
- THE PROPERTY DESCRIBED HEREON HAS DIRECT ACCESS TO STIRLING ROAD AND CANAL C-10, PUBLIC RIGHTS-OF-WAY. ACCESS TO NORTH 24TH AVENUE IS VIA ROADWAY EASEMENT AND ACCESS TO MEADE STREET IS VIA EMERGENCY ACCESS EASEMENT, BOTH RECORDED IN PLAT BOOK 154, PAGE 17, BROWARD COUNTY RECORDS.
- THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE ARE NO KNOWN PROPOSED CHANGES TO THE ADJACENT RIGHTS-OF-WAY.
- THERE WAS FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THIS SITE CONTAINS 1,131,546 SQUARE FEET (25.9767 ACRES) MORE OR LESS.
- THE EDGE OF WATER SHOWN ON ALL SHEETS WAS LOCATED ON 7/22/19 ALONG WITH THE CANAL CROSS SECTION PROFILES SHOWN ON SHEET 9 OF 9 OBTAINED ON 2/14/20 AND HAVE NOT BEEN UPDATED.

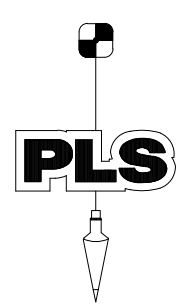
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

SHEET 1 OF 8

4	#01470-UPDATE SURVEY/REVIEW PROPERTY INFO REPORT-10/6/20	L.S.
5	#66987-REVIEW NEW TITLE	L.S.
4	#66837-CANAL CROSS SECTIONS-2/14/20	L.S.
3	REVISED COMMITMENT ITEM 5-08/23/19	B.E.
2	NEW TITLE COMMITMENT, ETC.-08/16/19	B.E.
1	#66219-ORIGINAL SURVEY-7/22/19	B.E.
NO.	REVISIONS	BY

RD STIRLING SITE
STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

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

E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.

SCALE: N/A

FILE: RD STIRLING, LLC

CHECKED BY: J.F.P.

SURVEY DATE: 9/30/20

ORDER NO.: 67473

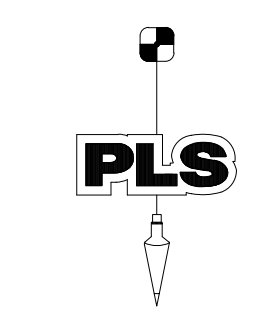
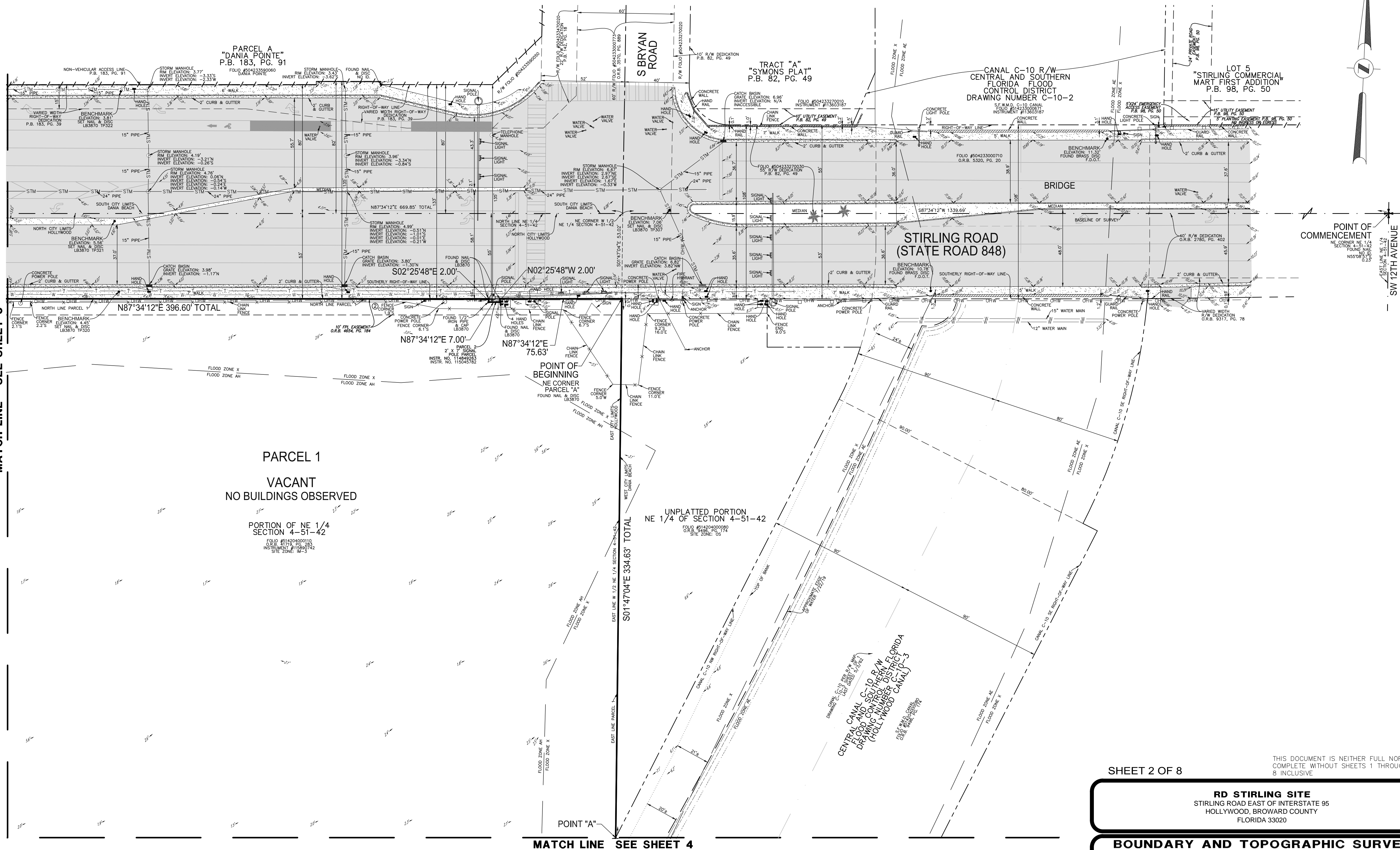
CERTIFICATION:

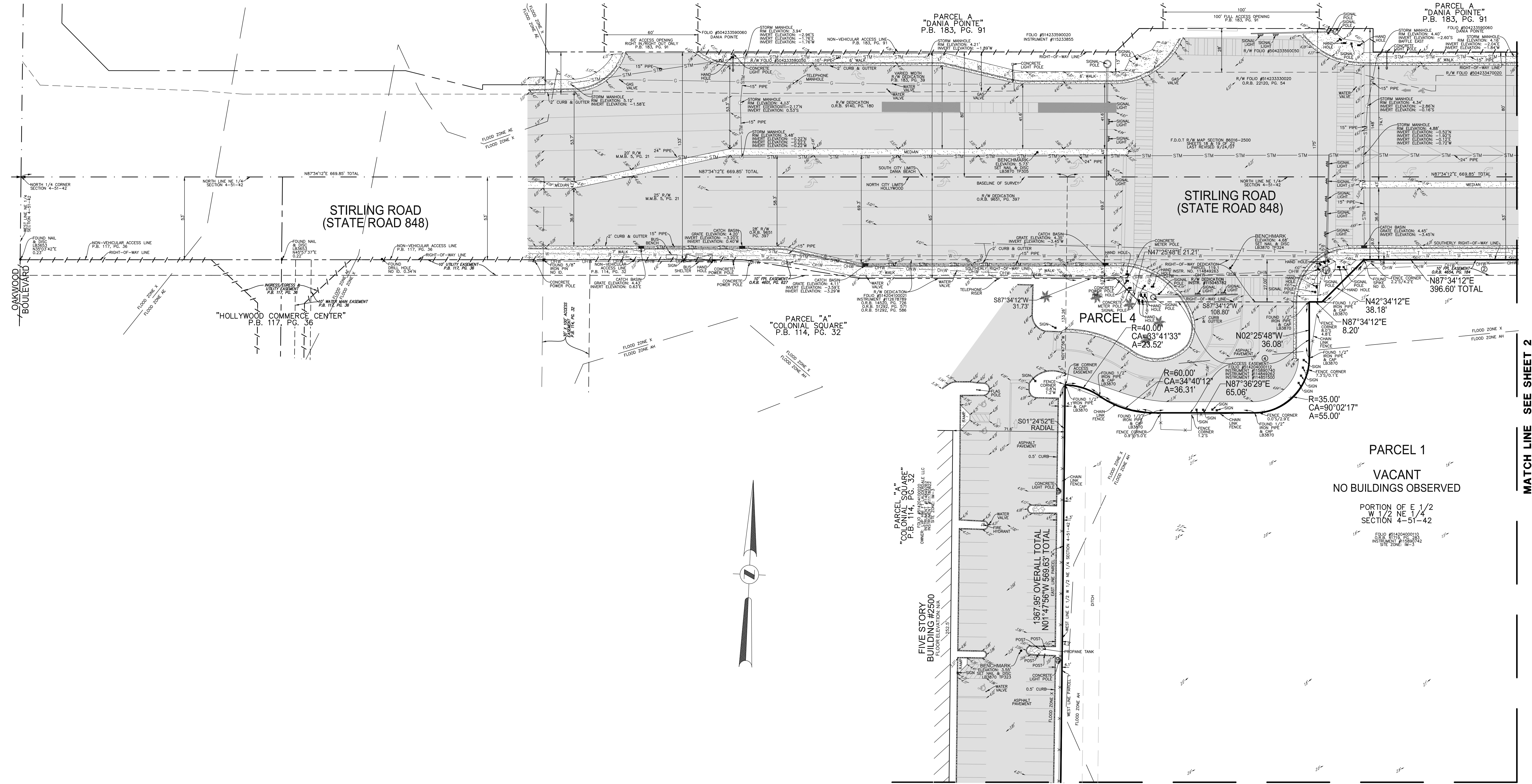
TO RD STIRLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
GREENBERG TRAURIG, P.A.; KIMLEY-HORN AND ASSOCIATES, INC.;
CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF.

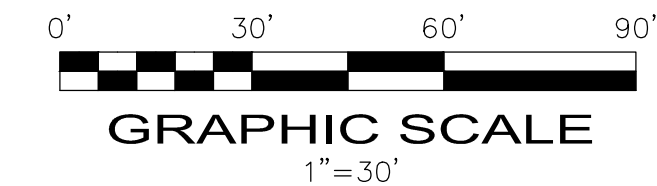
- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274

MATCH LINE SEE SHEET 3





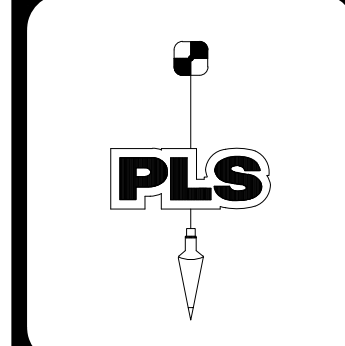
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SHEET 3 OF 8

RD STIRLING SITE
STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

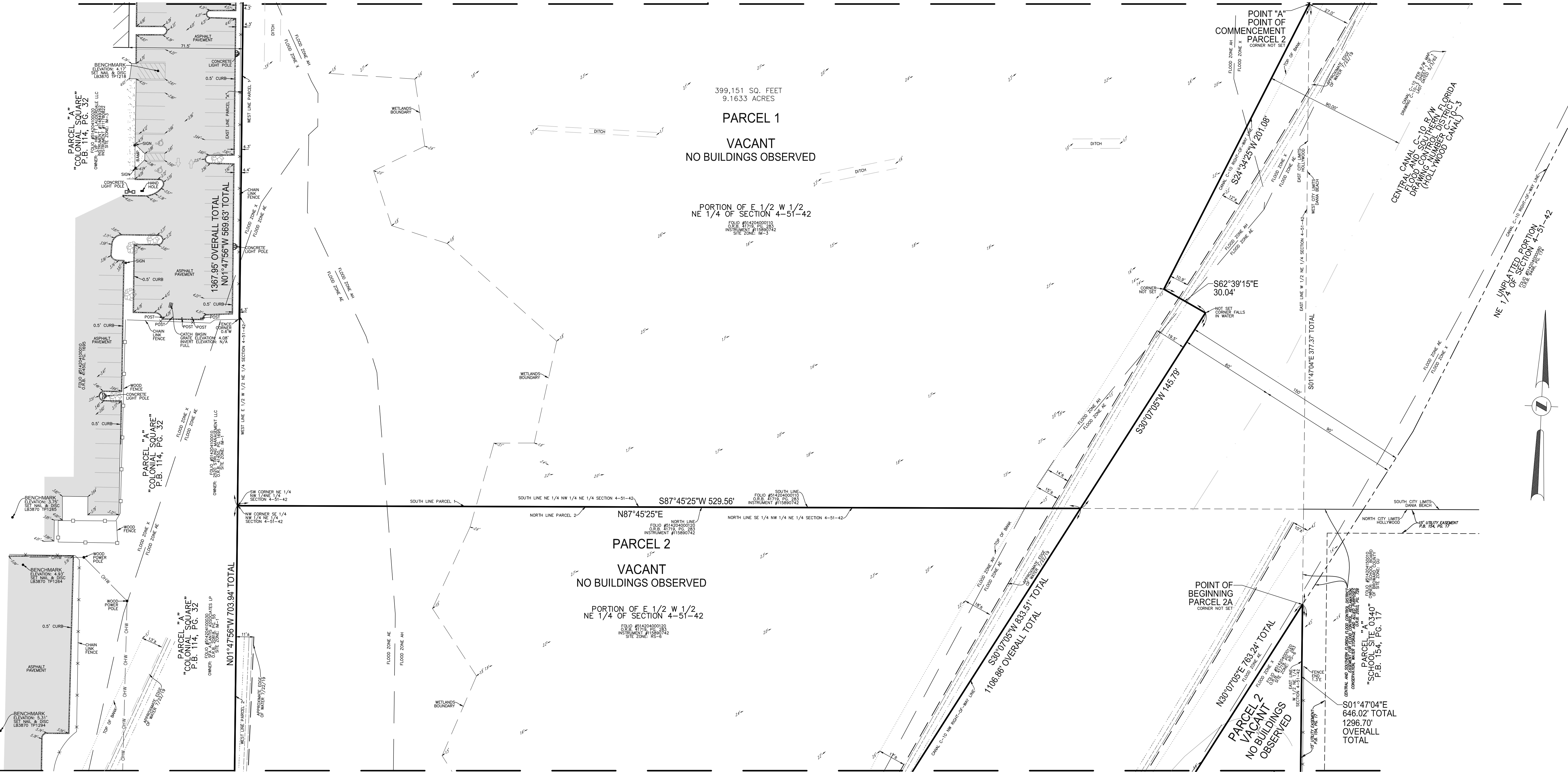
SCALE: 1" = 30'
SURVEY DATE: 9/30/20

FILE: RD STIRLING, LLC
ORDER NO.: 67473

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MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 2

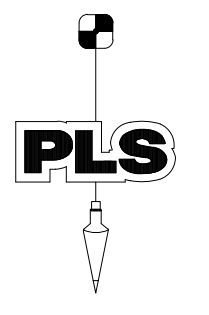


SHEET 4 OF 8

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RD STIRLING SITE
STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

**BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY**

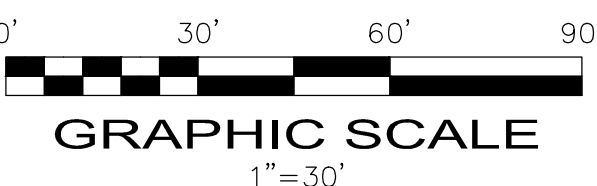


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5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
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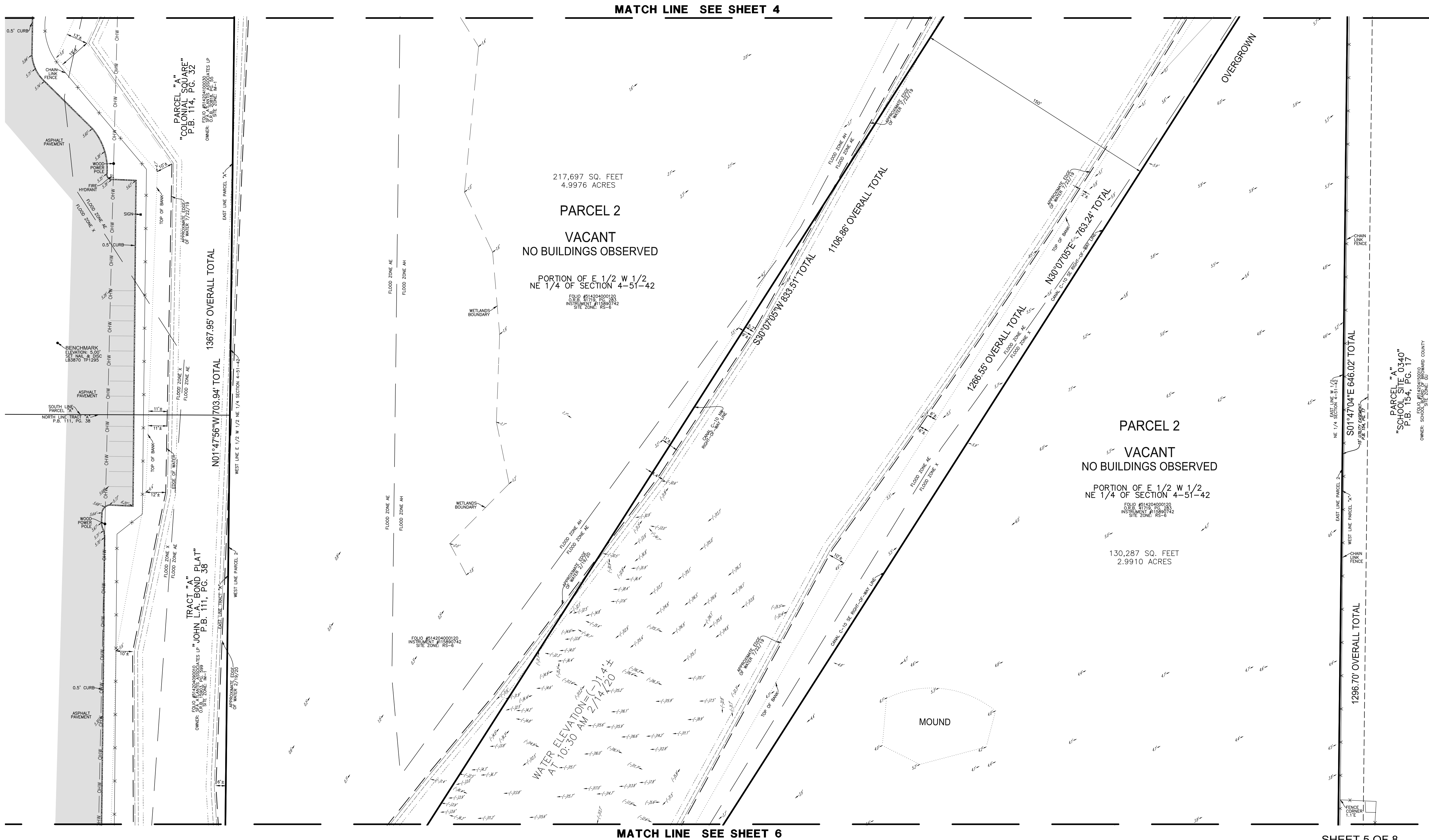
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SCALE: 1" = 30'
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SHEET 5 OF 8

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STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

**BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY**

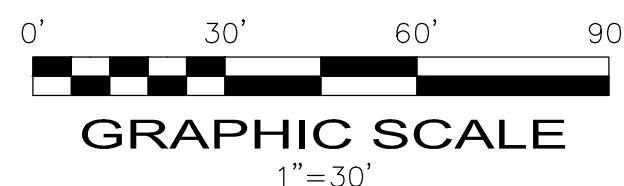


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SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
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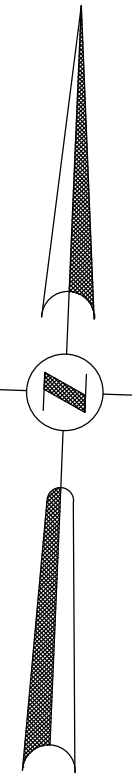
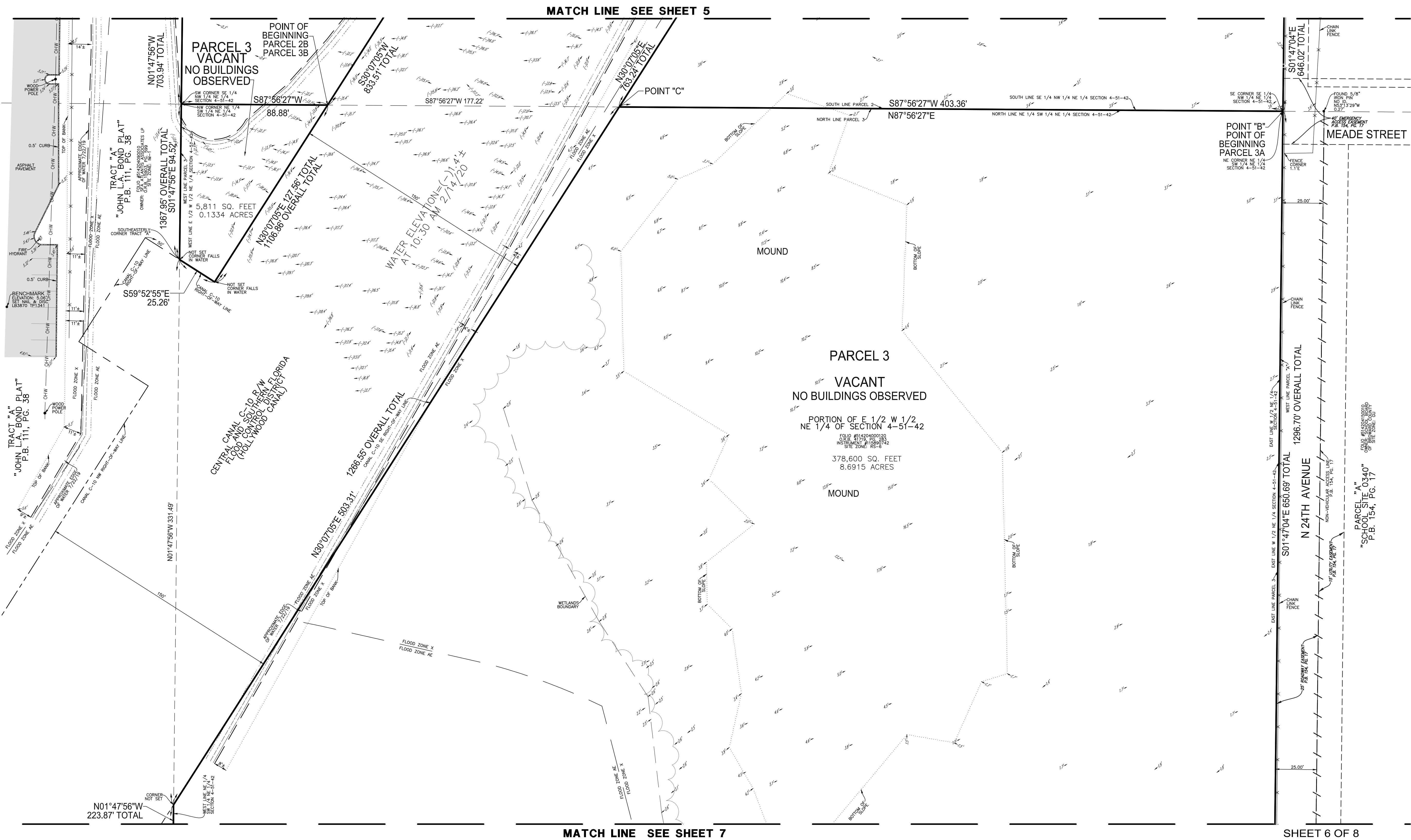
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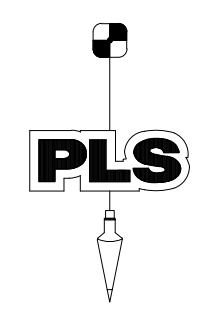
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STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

**BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY**

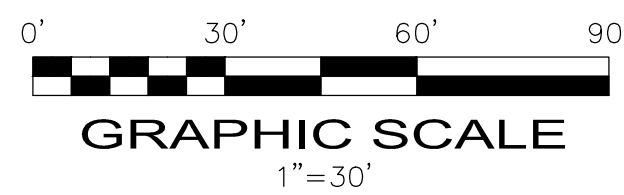


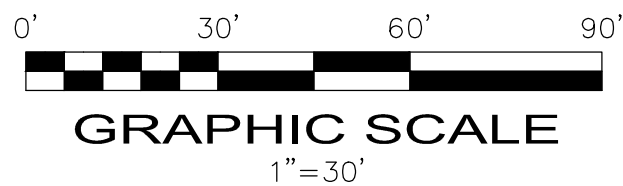
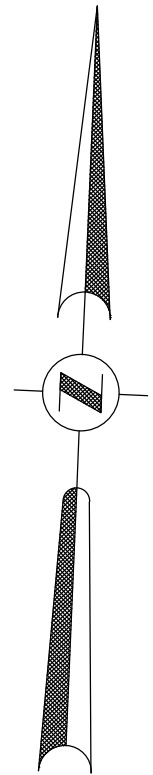
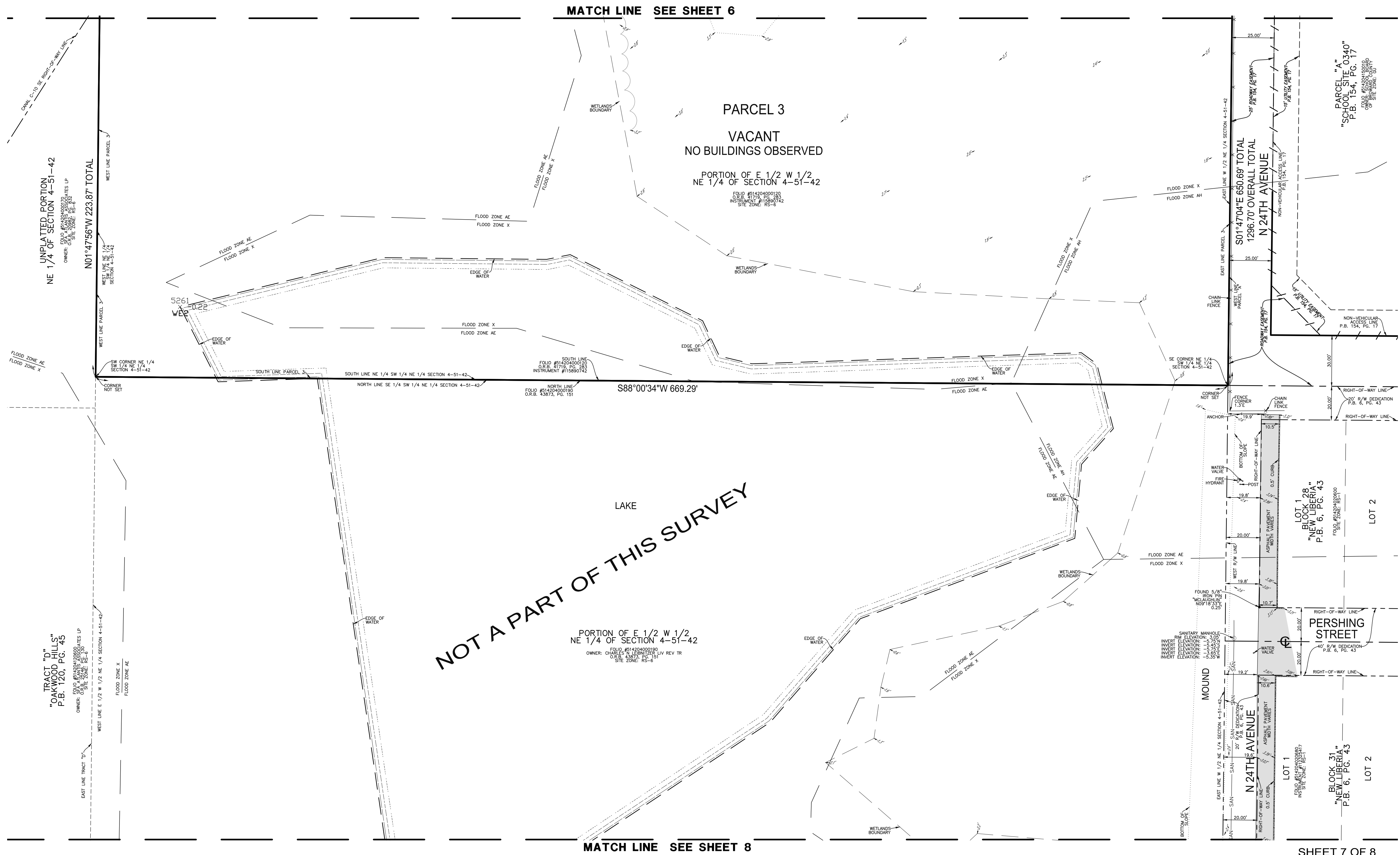
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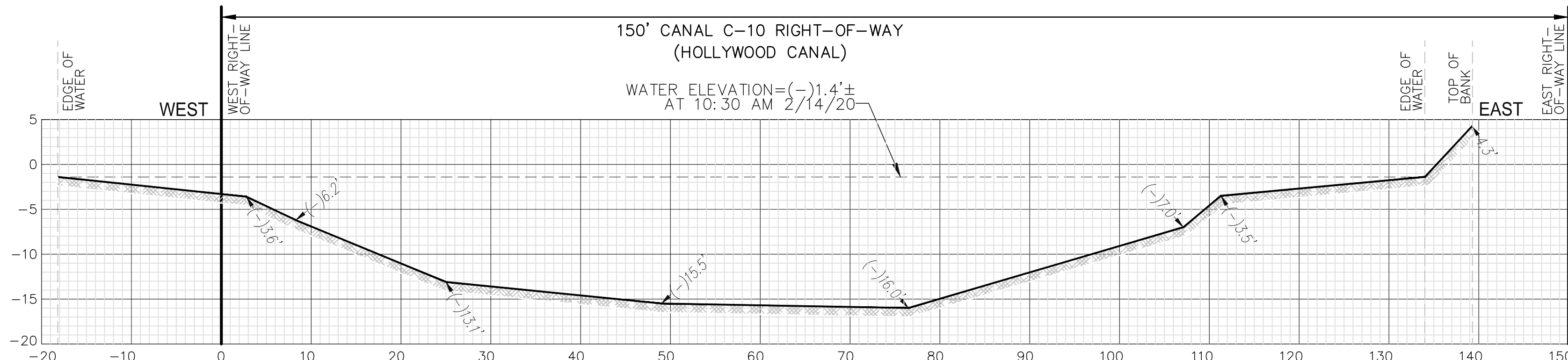


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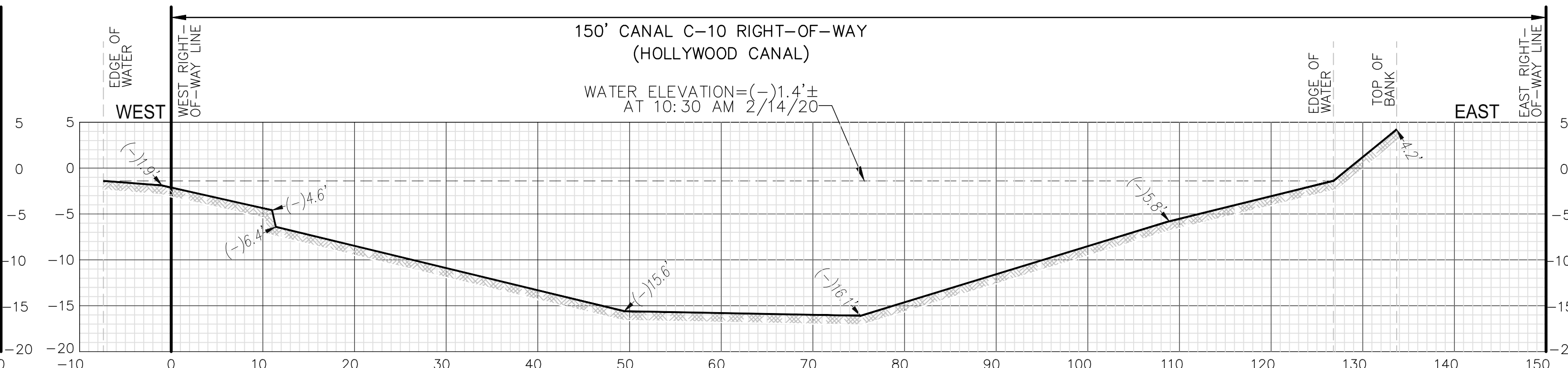
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SHEET 7 OF 8

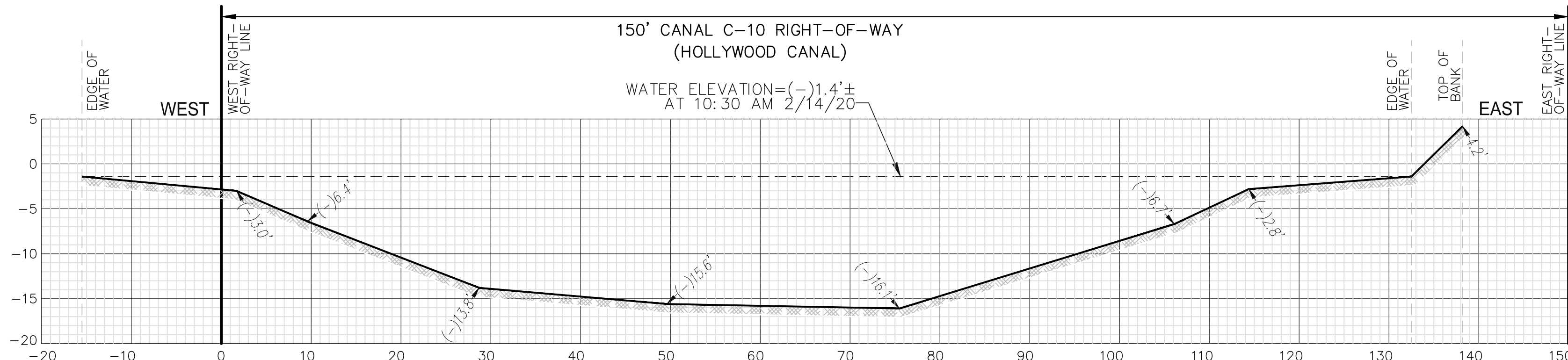
RD STIRLING SITE STIRLING ROAD EAST OF INTERSTATE 95 HOLLYWOOD, BROWARD COUNTY FLORIDA 33020		
BOUNDARY AND TOPOGRAPHIC SURVEY ALTA/NSPS LAND TITLE SURVEY		
	PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: surveys@pulicelandsurveyors.com WEBSITE: www.pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870	
	DRAWN BY: B.E. CHECKED BY: J.F.P.	SCALE: 1" = 30' SURVEY DATE: 9/30/20



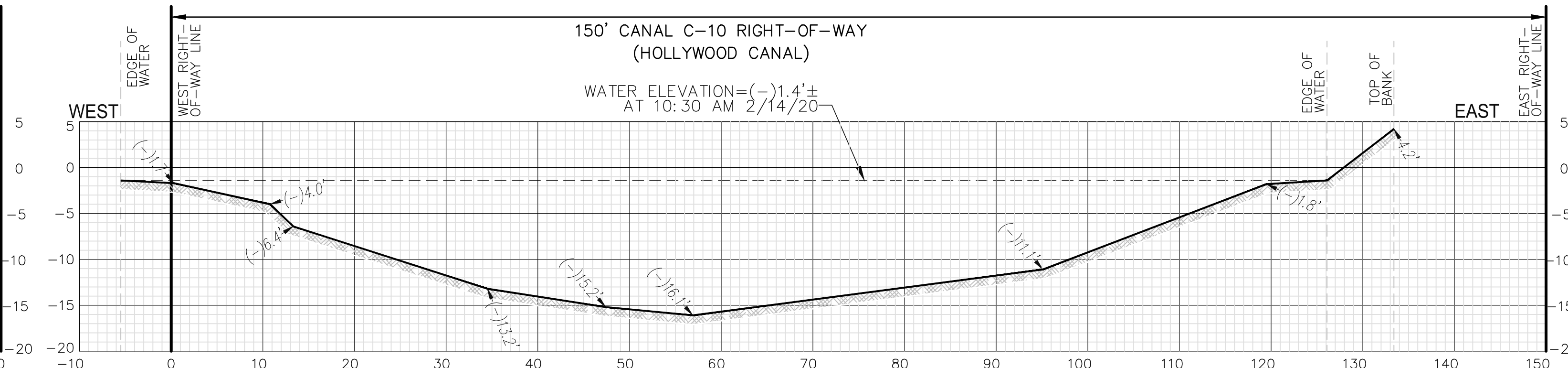
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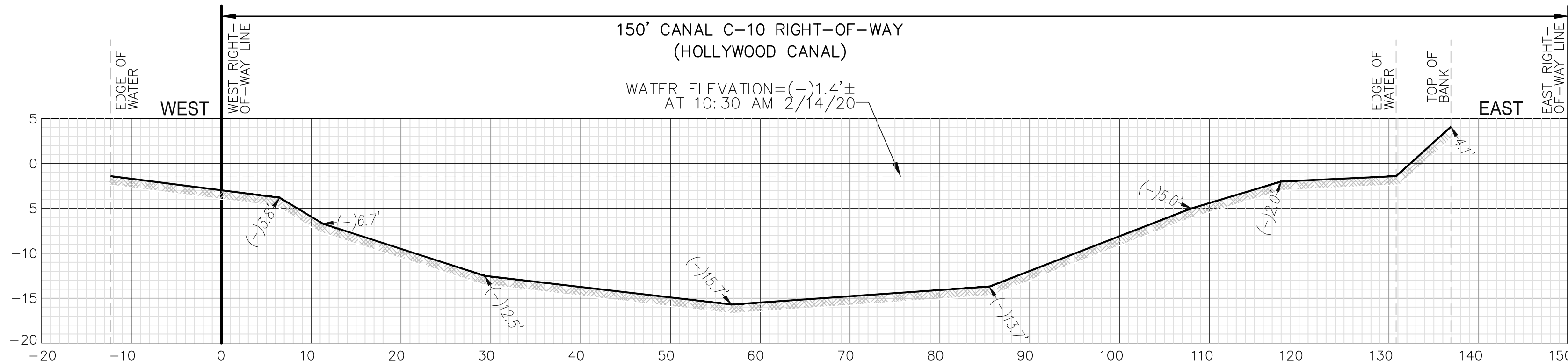
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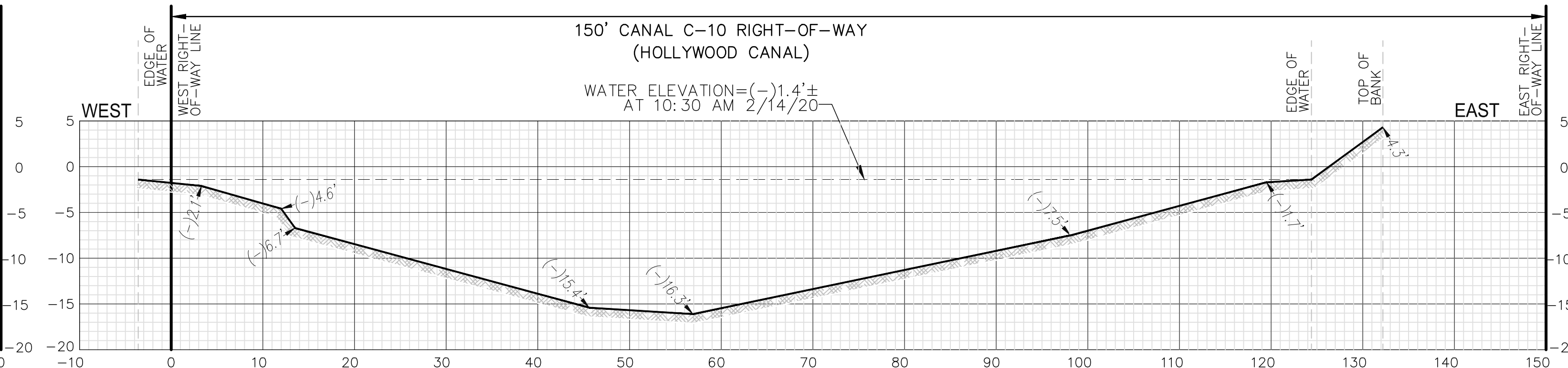
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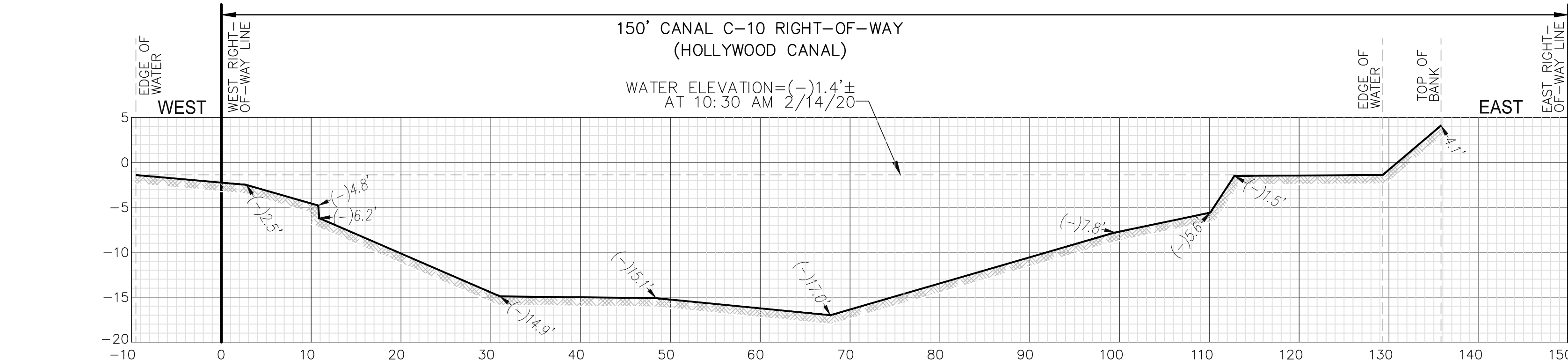
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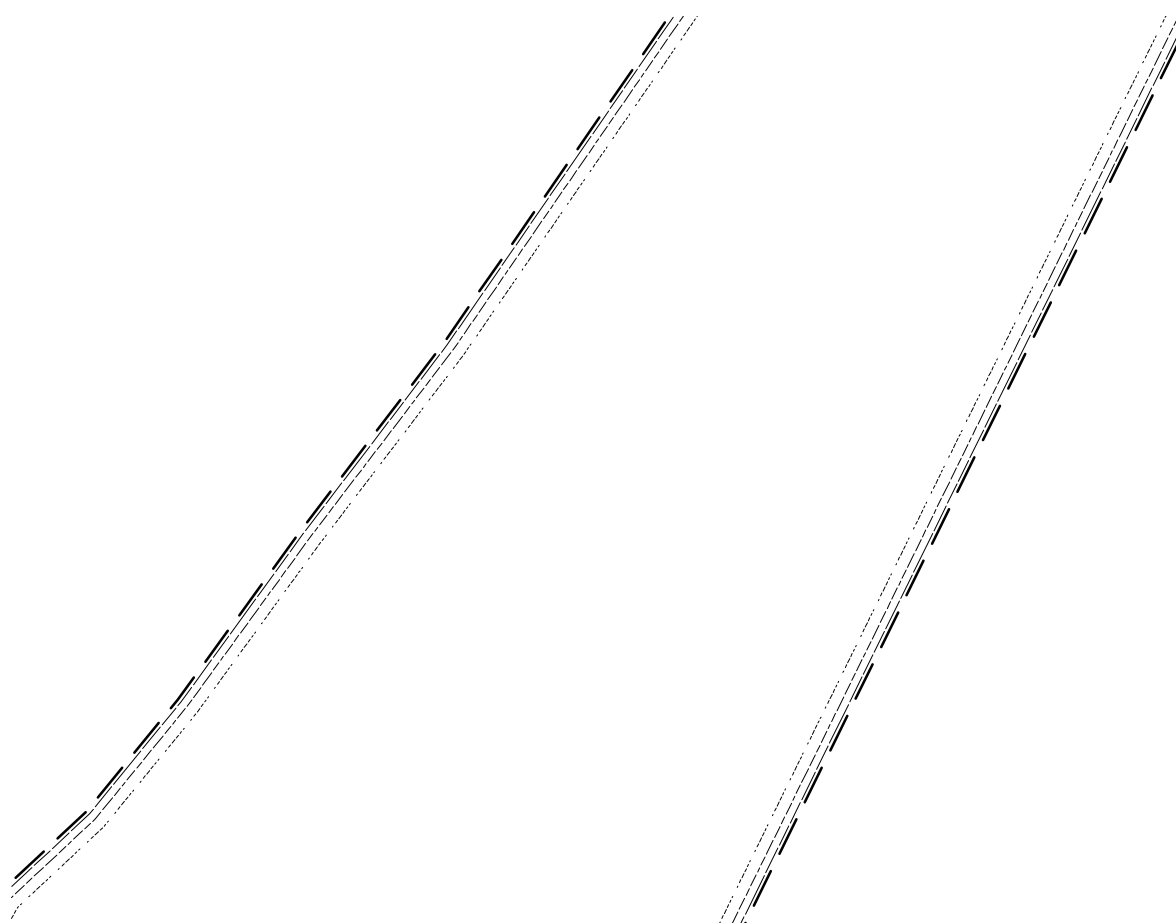
SECTION B



SECTION G



SECTION C



BRIDGE DETAIL

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SHEET 8 OF 8

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 9 INCLUSIVE

RD STIRLING SITE
STIRLING ROAD EAST OF INTERSTATE 95
HOLLYWOOD, BROWARD COUNTY
FLORIDA 33020

CROSS SECTIONS



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

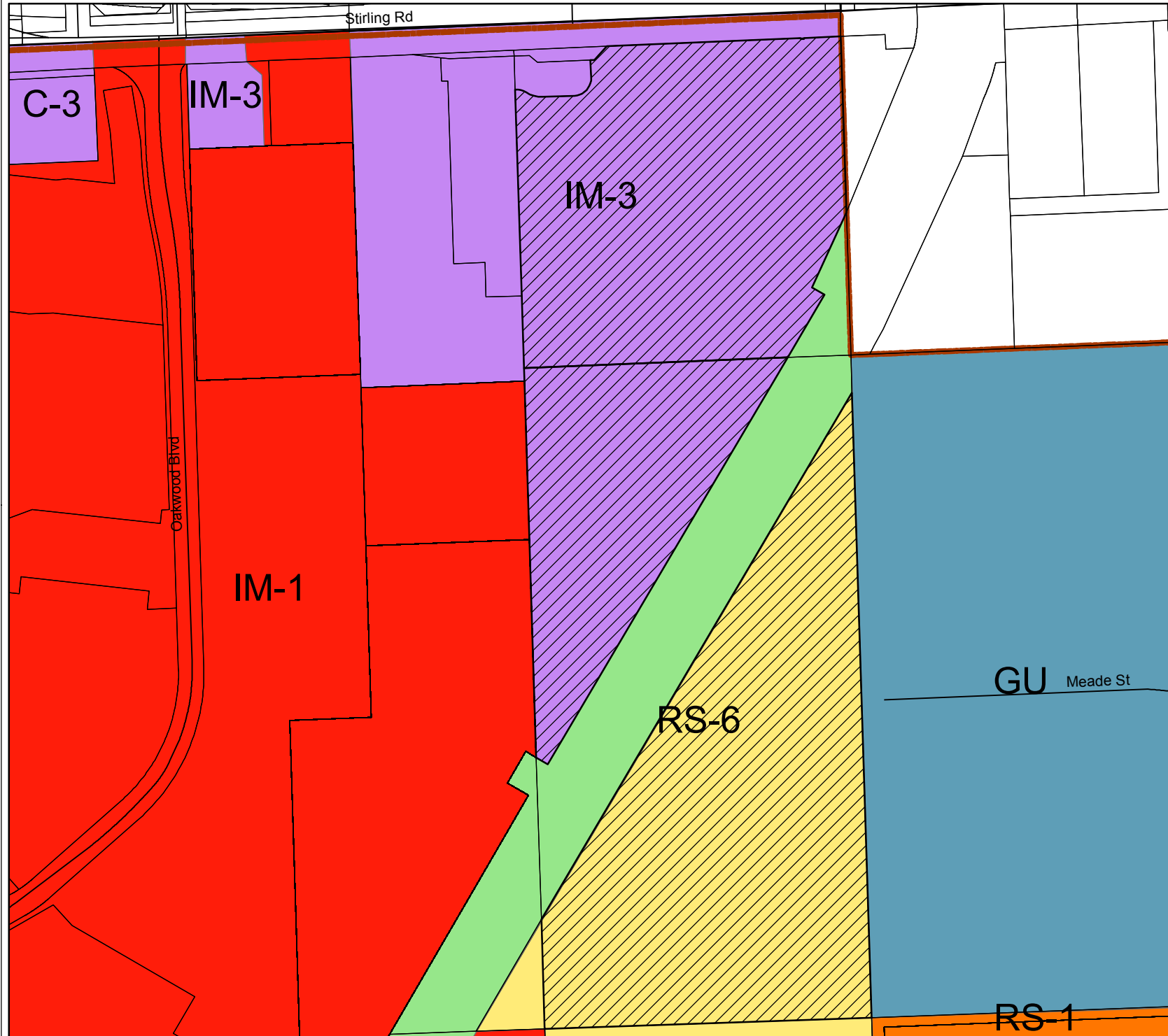
DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 10'
SURVEY DATE: 9/30/19

FILE: RD STIRLING, LLC
ORDER NO.: 67473

ATTACHMENT B







Land Use and Zoning Map









Legend

-  Subject Property
-  City Boundary
-  Streets

LAND USE

-  LMRES
-  MRES
-  GBUS
-  IND
-  COMFAC
-  OSR

ZONING

-  RS-6
-  RS-1
-  C-3
-  IM-3
-  IM-1
-  GU

0 70 140 280 Feet



ATTACHMENT C

Existing Zoning Regulations

§ 4.1 Single Family Districts.

A. Purpose and uses:

District Purpose	Main Permitted Uses	Special Exception	Accessory Uses
These districts are designed to protect the character of the single family neighborhoods.	Single family detached dwelling.	Educational facilities Places of worship, meeting halls and similar nonprofit uses and ham radio antennas (See Section 4.1.G).	Those uses customarily associated with single family homes (See Section 4.1.E).

B. Development Regulations:

1. Alterations and additions to existing structures shall be subject to review for consistency with the criteria listed below regarding the appearance and compatibility of the proposed construction with the site: The design of the proposed construction shall be compatible with the original design and scale of the building. The structure may be redesigned, but in a manner which is consistent in design and material throughout. Appeal of a decision shall be to the Planning and Development Board.

2. New construction and additions: At least 20% of the required front yard area shall be sodded or landscaped pervious open space.

a. Requirements: See [Article 9](#).

Min. Lot Area (sq.ft.)	Min. Lot Width* (ft.)	Min. Unit Size (1 story/2 story) (sq.ft.)	Max. Bldg. Height (ft.)	Required Parking Spaces
RS- 1 = 4000	RS- 1 = 40	RS- 1 = 800	30 feet, not to exceed 2 stories	2
RS- 2 = 4800	RS- 2 = 40	RS- 2 = 850/750		Each parking space shall be 8.5 ft. wide; 19 ft. deep & spaces may be tandem. Construction materials as approved by City Engineer.
RS- 3 = 5000	RS- 3 = 50	RS- 3 = 1300/1000		
RS- 4 = 5800	RS- 4 = 50	RS- 4 = 1650/1250		
RS- 5 = 6000	RS- 5 = 50	RS- 5 = 1100/ 950		
RS- 6 = 6000	RS- 6 = 60	RS- 6 = 1000		
RS- 7 = 7500	RS- 7 = 75	RS- 7 = 1000		
RS- 8 = 10000	RS- 8 = 100	RS- 8 = 1500		
RS- 9 = 15000	RS- 9 = 75	RS- 9 = 1660/1250		
RS-10 = 15000	RS-10 = 100	RS-10 = 2000/1650		
* Platted lots or lots of record as of April 6, 1994 are considered as legal non-conforming and may be developed consistent with these regulations; provided such lots also comply with Sections 3.8 and 3.9.				

C. Setback Requirements: Main Structure.

Front	Side/Interior	Side/Street	Rear
25 ft.	The sum of the side yard setbacks shall be at least 25% of the lot width, but not to exceed 50 ft. with no side yard less than 7.5 ft.; except, platted and recorded lots of 50 ft. or less in width may have a 5 ft. setback (only applies to one story additions and new construction of one story buildings). Any construction in excess of one story must meet the 25% rule with a minimum 7.5 ft. setback.	15 ft.	15% of the lot depth; 15 ft. min. 50 ft. max.; except Lots in the Lakes Area - For lots with a lot line adjacent to a lake, setback is 25 ft.

D. Detached and Attached Parking Garages:

1. Minimum Size (clear dimension)
 - a. One Car Space Garage: 10.5 ft. wide by 19 ft. long
 - b. Two Car Space Garage: 21.0 ft. wide by 19 ft. long.
2. Setbacks: Front - 25 ft.
 Sides - same as main permitted use
 Rear - 20 ft.; except, for lots which are less than or equal to 100 ft., setback is 10 ft.

E. Permitted accessory uses. Those uses which are customarily associated with single family homes, such as but not limited to: decks, swimming pools, spas, sheds, ornamental features and tennis courts (See § 4.23 for setbacks). The Director may approve other accessory uses if the Director finds that the proposed use is consistent with the following criteria:

1. It is located on the same lot as the permitted use.
2. It shall be incidental and subordinate to and customarily associated with single family homes.
3. That the necessary safeguards are provided for the protection of surrounding property, persons and neighborhood values.
4. That the public health, safety, morals and general welfare of the community will not be adversely affected.
5. It is consistent with the Comprehensive Plan and Neighborhood Plan if one exists.
6. In making the above determinations, the Director shall require the applicant to provide evidence that the proposed use meets the criteria. The Director may also require the applicant to provide planning reports, studies and other evidence to support the applicant's request. Appeal of the Director's decision is to the Planning and Development Board as an appeal of an Administrative Decision.

F. Cooking or kitchen facilities. No more than one set of cooking or kitchen facilities is permitted, except, the Director may approve an additional set of facilities if the applicant meets the following criteria:

1. The residence shall contain at least 3,600 sq. ft. of floor area, excluding the garage and accessory structures.
2. The arrangement of such facilities or conditions on the property shall not result or lend themselves to the creation of an apartment unit.
3. No more than one electric or water meter shall be allowed on the property.
4. That portion of the residence having a second set of cooking facilities shall not be rented, nor have a doorway to the exterior.
5. A covenant, in a form approved by the City Attorney, shall be recorded in the public records of Broward County which sets forth the above conditions and/or any other restrictions that were associated with an approval. The covenant shall be recorded prior to the issuance of a building permit.

G. Special exceptions - setback requirements.

1. If the use is adjacent to a residential district:
 - a. Front: 50 ft.
 - b. Side: 25 ft.
 - c. Side facing a street: 15 ft.
 - d. Rear: 15% of lot depth.
2. If the use is adjacent to a non-residential district:
 - a. Front: 25 ft.
 - b. Side and side facing a street: 20 ft.

c. Rear: 15% of lot depth.

H. Ely Boulevard Residential Overlay District.

1. Purpose and use. The purpose of this overlay district is to permit only single family and townhome development for properties located on the west side of North 22nd Avenue (Ely Boulevard) between Farragut and Forrest Streets and between Cody Street and Columbus Place in the Liberia Subdivision pursuant to Plat Book 1, Page 34 and in the New Liberia Subdivision pursuant to Plat Book 6, Page 43 of the Public Records of Broward County, Florida; specifically defined as follows:

Lot(s): 2, 29, 30 Block: 4

Lot(s): 3-5, 45 - 48 Block: 5

Lot(s): 3-5, 44 - 48 Block: 6

Lot(s): 29, 30 Block: 9

Lot(s): 1, 2, 29, 30 Block: 10

Lot(s): 14, 15, 16, 17 Block: 35

Lot(s): 7, 8 Block: 32

2. Development standards.

	Single-Family Homes Facing Ely Boulevard	Townhouses Must Face Ely Boulevard
Minimum lot area (sq. ft.)	3,750	7,500
Minimum lot width (ft.)	40	100
Minimum unit size (sq. ft.)	1,200	1,200
Maximum building height	30 feet, not to exceed 2 stories	30 feet, not to exceed 2 stories
<i>Setback requirements</i>		
Front	25 feet (for garage)	25 feet (for garage)
	15 feet (principal structure)	15 feet (principal structure)
Side	7.5 feet (adjacent to alley)	10 feet (adjacent to alley)
	5 feet (interior)	10 feet (building separation)
Side (street)	15 feet	15 feet
Rear	15 feet	15 feet
<i>Density</i>	1 dwelling unit per platted lot	As permitted by the land use plan.

* All other requirements of the RS-1 Zoning District continue to apply.

(Ord. O-94-14, passed 4-16-94; Am. Ord. O-2001-16, passed 5-16-01; Am. Ord. O-2003-39, passed 11-19-03; Am. Ord. O-2011-14, passed 5-4-11; Am. Ord. O-2012-05, passed 3-7-12; Am. Ord. O-2019-04, passed 3-20-19; Am. Ord. O-2019-16, passed 8-28-19)

* * *

§ 4.4 IM Industrial and Manufacturing Districts.

* * *

C. IM-3 Medium Intensity Industrial and Manufacturing.

1. Purpose and Uses:

District Purpose	Main Permitted Uses	Special Exception	Prohibited Uses
This district is intended to provide sites for manufacturing and industrial uses which may be objectionable to or incompatible with residential areas.	Commercial; Consignment Shop; Manufacturing and Industrial; Hotels and motels; Pawn Shop; Places of worship; Offices; Self-Storage Facility; Thrift Shop; Warehouse.	Hazardous Industries; Service Station	Residential, except that provisions may be made for living quarters for owners and agents within structures used exclusively for businesses; Institutional; Heavy manufacturing and industrial; Paint or varnish manufacture. Uses which produce effects upon contiguous property in the form of noise, odor, vibration, smoke, particulate matter, glare, heat, fire or explosive hazard; All uses which are incompatible with the approved land use designation of the property pursuant to the Comprehensive Plan Future Land Use Map.

2. Development regulations:

Setbacks	Maximum Height	Maximum Lot Coverage
Front or street side - Pursuant to the performance standards of the industrial street landscape buffers (§ 4.4.E). Side interior and Rear - 0 feet. Whenever the IM-3 District abuts a residential district, 20 ft setback +1 additional ft per 1 ft increase over 15 ft of height. A 5 ft. wide approved landscaped buffer must be included and maintained pursuant to the industrial landscape buffers (§ 4.4.E).	100 feet, except for radio antenna towers which may extend to a height of 200 feet.	90%

Setbacks are measured from the Base Building Line pursuant to [Article 3](#).

* * *

(Ord. O-94-14, passed 4-16-94; Am. Ord. O-2002-35, passed 10-2-2002; Am. Ord. O-2012-05, passed 3-7-12)

* * *

ATTACHMENT D

Proposed Zoning Regulations

§ 4.2 Multiple Family Districts.

A. Purpose and uses.

District Purpose	Main Permitted Uses	Special Exceptions	Accessory Uses
These districts are designed to provide standards for the development and maintenance of multiple family residential buildings and hotels, where such uses are permitted (See no. 2 below).	See chart on next page.	Places of worship, meeting halls, social halls, institutional uses, day care facilities, commercial and non- commercial parking lots, and educational facilities. (See chart below)	Those uses which are customarily associated with one of the main permitted uses (See § 4.20).

	Main Permitted Uses						
District (Multiple Family MF)	Maximum Density, units per acre*	Single Family	Duplex	Town house	Apt. Bldg.	Hotel	Commercial
(1) RM-9 (Low -Med MF)	9	Yes	Yes	Yes	Yes	No	No
(2) RM-12 (Med MF)	12	Yes	Yes	Yes	Yes	No	No
(3) RM-18 (Med-High MF)	18	Yes	Yes	Yes	Yes	No, except east of I-95 permitted	No
(4) RM-25 (High MF)	25 for Apt. Bldg.; 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial**	Yes	Yes	Yes	Yes	Yes	No
(5) BRT-25 (Beach Resort MF)	25 for Apt. Bldg. 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial **	Yes	Yes	Yes	Yes	Yes	Special Exception for eating and drinking uses if east of AIA, otherwise they are a Permitted Use; pawn, thrift, consignment shops, psychic help uses, tattoo shops and office are prohibited; all other commercial uses are permitted.

(6) See § 4.2.D for RM-WET Multiple Family Wetlands District Regulations.
(7) See § 4.2.E for NBDD North Beach Development District Regulations.
<p>* When residential uses are permitted, at least two units per platted lot are permitted regardless of the maximum permitted density.</p> <p>**Maximum density for parcels with Comprehensive Plan designation of General Business is outlined under “Permitted Uses in Areas Designated General Business” in Future Land Use Element of the Comprehensive Plan.</p> <p>MF = Multiple Family</p>

B. Development regulations.

District	Min. Lot Area (sq. ft.)*	Min. Lot Width* (ft.)	Max. Height (ft.)	Land-scape, open space **	Minimum Unit Size (Sq. Ft.)				
					Single Family (SF)	Duplex (Dup)	Townhse .	Apt.	Hotel
(1) RM-9	6000	60	2 stories not to exceed 30 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(2) RM-12	6000	60	3 stories not to exceed 35 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(3) RM-18	6000	60	4 stories not to exceed 45 ft., except if adjacent to sing. fam. district, then height 30 ft for first 100 ft of lot.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(4) RM-25	6000	60	Oceanfront - 80% of the distance from Erosion Control Line. Non- Oceanfront 65 ft or 6 stories. Development east of A-1-A, south of Harrison Street: no greater than 50 feet where there is already an existing high density multi-family residential project developed east of A-1-A and whose oceanfront views would otherwise be severely restricted and/or blocked by any such proposed	40%	1000	500	800	500 Min 750 Avg	15% of units 300-335; 85% of units 335+

			development to be located east of the existing building and on the same block.						
(5) BRT-25	6000	60	North of Tyler to Sherman Street - 50 feet. South of Harrison St. - 65 ft. and North of Balboa Street - 150 ft.	40%	1000	500	800	500 Min 750 Avg	15% of units 300- 335; 85% of units 335+
(6) See Section 4.2.D for RM-WET Wetlands District Regulations.									
(7) See Section 4.2.E for NBDD North Beach Development District Regulations.									
<p>* Platted lots or lots of record which contain less than the minimums are considered as legal non-conforming and may be developed consistent with these regulations; provided such lots also comply with Sections 3.8 and 3.9.</p> <p>** Includes landscaped open space located at-grade or at higher elevations such as on pool decks, parking decks, roof decks and similar uses.</p>									

C. (1) Setback requirements main structure: RM-9, RM-12 and RM-18.

Front	Side/Interior	Side/Street	Rear
20 ft. for structures; 5 ft. for at-grade parking lots.	The sum of the side yard setbacks shall be at least 20% of the lot width, but not to exceed 50 ft. with no side yard less than 7.5 ft.; except, platted and recorded lots of 50 ft. or less in width may have a 5 ft. setback. When an existing Building has a 5 ft. side yard setback, the setback of new construction may also be 5 ft. This applies to the linear or vertical extension of a single story building.	15 ft.; except at-grade lot 5 ft.	1 story bldg. - 20 ft. 2 story bldg. or higher - 15% of the lot depth; 20 ft. min.

Cross-reference:

For parking lots, see § 4.22

* * *

(Ord. O-94-14, passed 4-16-94; Am. Ord. O-97-28, passed 6-25-97; Am. Ord. O-99-26, passed 9-8-99; Am. Ord. O-2000-10, passed 2-2-2000; Am. Ord. O-2001-16, passed 5-16-2001; Am. Ord. O-2002-20, passed 4-10-2002; Am. Ord. O-2003-01, passed 1-22-2003; Am. Ord. O-2005-10, passed 6-15-2005; Am. Ord. O-2007-34, passed 12-18-2007; Am. Ord. O-2012-05, passed 3-7-12; Am. Ord. O-2019-16, passed 8-28-19)

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