

This Agreement Prepared by and  
after recording to be returned to:

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33022

**MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF HOLLYWOOD**, a municipal corporation located in Broward County, Florida and organized and existing under the laws of Florida, hereinafter referred to as “**City**,” having an address of 2600 Hollywood Boulevard, Hollywood, Florida 33022, and BOZ Hollywood Bread Owner, LLC, its successors and assigns, hereinafter referred to as “**Owner**,” having an address of 401 East Las Olas Boulevard, Suite #1870, Fort Lauderdale, FL 33301.

**WITNESSETH:**

**WHEREAS**, Owner owns or controls certain property located in the City of Hollywood, Broward County, Florida as shown and described on Exhibit “A” attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, for the purpose of conserving the quality, character, value and ambiance of the Property and improvements thereon, the Owner recognizes that it is in the best interest of Owner and all future Property owners or occupants to maintain the public improvements adjacent to the Property along State Road 5 (S. Federal Highway / U.S. 1 / and S. Young Circle) according to the terms and conditions as set forth herein; and

**WHEREAS**, the City and the Florida Department of Transportation (“**FDOT**”) entered into that certain Florida Department of Transportation, District 4 Inclusive Landscape Maintenance Memorandum of Agreement, dated February 26, 2013 (the “**MMOA**”), for the purpose of maintaining the landscape and hardscape improvements on various roads including State Road 5 (S. Federal Highway / U.S. 1 and S. Young Circle) ; and

**WHEREAS**, pursuant to that certain Amendment Number Twenty (20) to Florida Department of Transportation, District 4 Inclusive Landscape Maintenance Memorandum of Agreement (the “**MMOA Twentieth Amendment**”), a copy of which is attached hereto as Exhibit “B”; the City and FDOT have agreed to have additional landscape and hardscape installed within the City of Hollywood on State Road 5 (S. Federal Highway / U.S. 1 / and S. Young Circle) (the “**FDOT Right-of-Way**”) by Permit No. 2022-L-491-00006 referenced therein (the “**Permit**”);

**WHEREAS**, pursuant to the MMOA Twentieth Amendment FDOT will allow Owner to construct additional landscape and hardscape improvements, as more particularly described in the MMOA Twentieth Amendment, within the FDOT Right-of-Way (collectively, the “**Additional Improvements**”); and

**WHEREAS**, the City as a party to the MMOA Twentieth Amendment is obligated to maintain the Additional Improvements, which obligation is being undertaken by the Owner pursuant to this Agreement; and

**WHEREAS**, the maintenance obligations, as described in the MMOA Twentieth Amendment, as set forth herein shall run with the land and be assumed by each and every person that may hereinafter acquire an interest in the Property; and

**WHEREAS**, Owner enters into this Agreement with the City pursuant to the requirements imposed on it and accepted by future Property owners or occupants, as a prerequisite to construction of the Additional Improvements referenced herein; and

**WHEREAS**, the City has agreed to amend the MMOA Twentieth Amendment as more particularly described herein; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into this Agreement designating and setting forth the responsibilities and obligations hereunder;

**NOW THEREFORE**, for and in consideration of the covenants contained in this Agreement, it is mutually agreed between the parties as follows:

1. The recitals above are true and correct and are incorporated herein by this reference.
2. The Owner, its successors and assigns, agrees to maintain in perpetuity, unless otherwise terminated or modified pursuant to Paragraphs 5 and/or 10 of this Agreement, in accordance with the requirements of the MMOA Twentieth Amendment, the Additional Improvements within the FDOT Right-of-Way as shown and described on Exhibit "C" attached hereto and incorporated herein by reference.
3. The Owner agrees to maintain such Additional Improvements with such maintenance to include, among other things, periodic trimming, cutting, litter pickup, fertilizing and necessary replanting of the landscaping and keeping the other improvements in good and safe order and condition as would be usual and customary for said type of Additional Improvements, all as described in the MMOA Twentieth Amendment. In the event that the Additional Improvements are damaged or destroyed by hurricane or other casualty or vandalism, the Owner shall promptly repair or replace the damaged or destroyed Improvements.
4. If at any time after the execution of the Agreement it shall come to the attention of the City that the Additional Improvements or a part thereof are not properly maintained pursuant to the terms of the MMOA Twentieth Amendment, the City may at its option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the Owner to place the Owner on notice thereof. Thereafter, the Owner shall have a period of thirty (30) calendar days following receipt of the foregoing notice within which to correct the cited deficiencies; provided however that, in the event that the correction of the deficiencies by their nature cannot be completed within thirty (30) calendar days, the Owner shall commence such corrective actions within thirty (30) calendar days and shall diligently continue the same to completion. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

(a) Maintain the improvements or a part thereof with City or contractor's personnel and invoice the Owner for reasonable expenses incurred. The Owner hereby grants permission to the City to enter the Property to perform such maintenance. The City may issue an invoice to the Owner for the reasonable costs incurred in performing such maintenance, and if such invoice is not paid within 30 days of invoice, the City may place a lien against the Property for the amount thereof, such lien to be effective as of the recording of any such claim of lien in the Public Records of Broward County, Florida;

(b) Terminate this Agreement in accordance with Paragraph 10 of this Agreement, remove, by City or contractor's personnel, any or all of the Additional Improvements installed under this Agreement or any preceding agreements between Owner and City regarding the Improvements, if any, and invoice the Owner the reasonable cost of such removal and appropriate restorations, and if not paid within 30 days of invoice, the City may place a lien against the Property for the amount thereof, such lien to be effective as of the recording of the claim of lien in the Public Records of Broward County, Florida, or

(c) Invoke any rights and remedies allowed at law, in equity or otherwise.

5. It is understood between the parties hereto that Additional Improvements within the public rights-of-way covered by this Agreement may be removed, relocated or adjusted at any time in the future and as determined to be necessary by the City. The Owner shall be given thirty (30) calendar days' notice to remove said Additional Improvements after which time the City may remove same. However, other than actions deemed necessary by the City for the immediate protection of public safety, City agrees to provide notice to the Owner of its concerns regarding the continuation of any of the Improvements, and the City and Owner shall work cooperatively to attempt to address the City's concerns while retaining the Improvements.

6. The parties agree that this Agreement and Exhibits, upon execution of same, shall be recorded by Owner among the Public Records of Broward County, Florida. When so recorded, owners and occupants of the Property shall be on notice of each and every provision of this Agreement, and this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution hereof; and the acquisition or occupancy of any part of the Property shall be deemed conclusive evidence of the fact that the owners have consented to and accepted the Agreement herein contained and have become bound hereby, whereupon Owner shall be relieved of all further obligations under this Agreement, and City shall look solely to the then owner of the Property for performance of the obligations under this Agreement.

7. City and Owner agree to deliver to each other, from time to time as reasonably requested in writing, within fifteen (15) business days after receipt of such request, an estoppel certificate stating that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Agreement is in full force and effect as modified, and stating the modifications), the status of Owner's performance hereunder and such other information as City or Owner may reasonably require with respect to the status of this Agreement and of the Improvements.

8. Owner, its successors and assigns, and future property owners of the Property shall indemnify and hold harmless City and its officers and employees (the "Indemnitees") from all suits, actions, claims and liability arising solely out of the Owner's negligent performance of the work under this Agreement, or Owner's failure to maintain the Additional Improvements referenced herein in conformance with the standards described in Paragraph 4 above, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom (collectively, the "**Claims**"). Notwithstanding the foregoing, Owner shall have no obligation to indemnify or hold harmless the Indemnitees with respect to any Claims to the extent resulting or arising from the gross negligence or willful misconduct of any Indemnitee or FDOT. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to the City under the doctrine of sovereign immunity or as set forth in Florida Statutes Section 768.28.

9. This Agreement may be terminated by the City if the Owner fails to perform its duties under Paragraph 3, following the expiration of any applicable notice and/or cure period specified in Paragraph 4 hereof. This Agreement may also be modified or terminated by mutual consent of the Owner, its successor and assigns, and the City, which consent shall be evidenced in a written document recorded in the Public Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the day and year first above written.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**City**

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

BY: \_\_\_\_\_  
JOSH LEVY, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
DAMARIS HENLON  
CITY ATTORNEY

**Owner**

BOZ Hollywood Bread Owner, LLC, a Florida limited liability company

By: [Signature]  
Print Name: NOAH BREAKSTONE  
Title: MANAGER

**WITNESSES:**

[Signature]  
Signature

Marilyn Soler  
Print Name

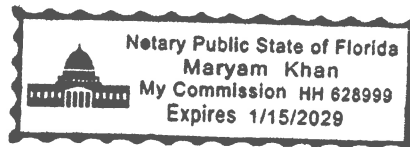
[Signature]  
Signature

Holly Bailey  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

*THE FOREGOING* was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 22 day of June, 2026, by Noah Breakstone, as Authorized Signor of BOZ Hollywood Bread Owner, LLC, a Florida limited liability company. He/She [ ] is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Print Name: MARYAM KHAN  
My Commission Expires: 01/15/2029



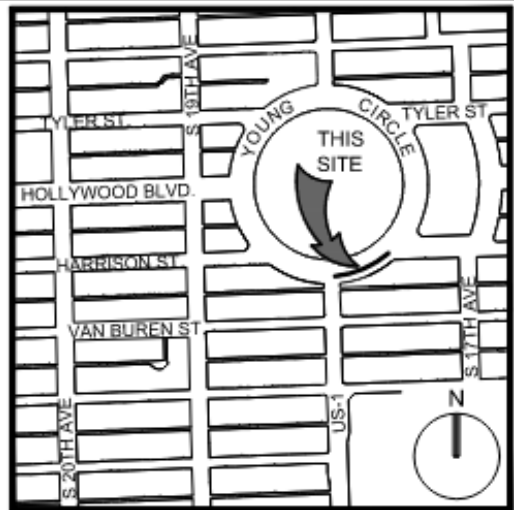
**EXHIBIT "A"**

**DESCRIPTION OF THE "PROPERTY"**

HOLLYWOOD 1-21 B PORTION OF LOTS 1-15 & 24, BLK 58 AS DESC IN INSTR#117374753, LESS POR  
WITHIN MMB 9-76 B; TOG WITH THE VAC'D 14 FT ALLEY AS DESC IN INSTR# 118864010

**EXHIBIT "B"**  
**MMOA TWENTIETH AMENDMENT**

**EXHIBIT "C"**  
**FDOT RIGHT-OF-WAY**



**LOCATION MAP:**  
NOT TO SCALE

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 00°20'55" EAST ALONG THE EAST LINE OF LOT 24, BLOCK 58, HOLLYWOOD, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 26, 2026 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS



Digitally signed  
by DONALD A  
SPICER  
Date:  
2026.01.27  
10:59:09-05'00'

DONALD A. SPICER  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO. 4677  
STATE OF FLORIDA  
(FOR THE FIRM)

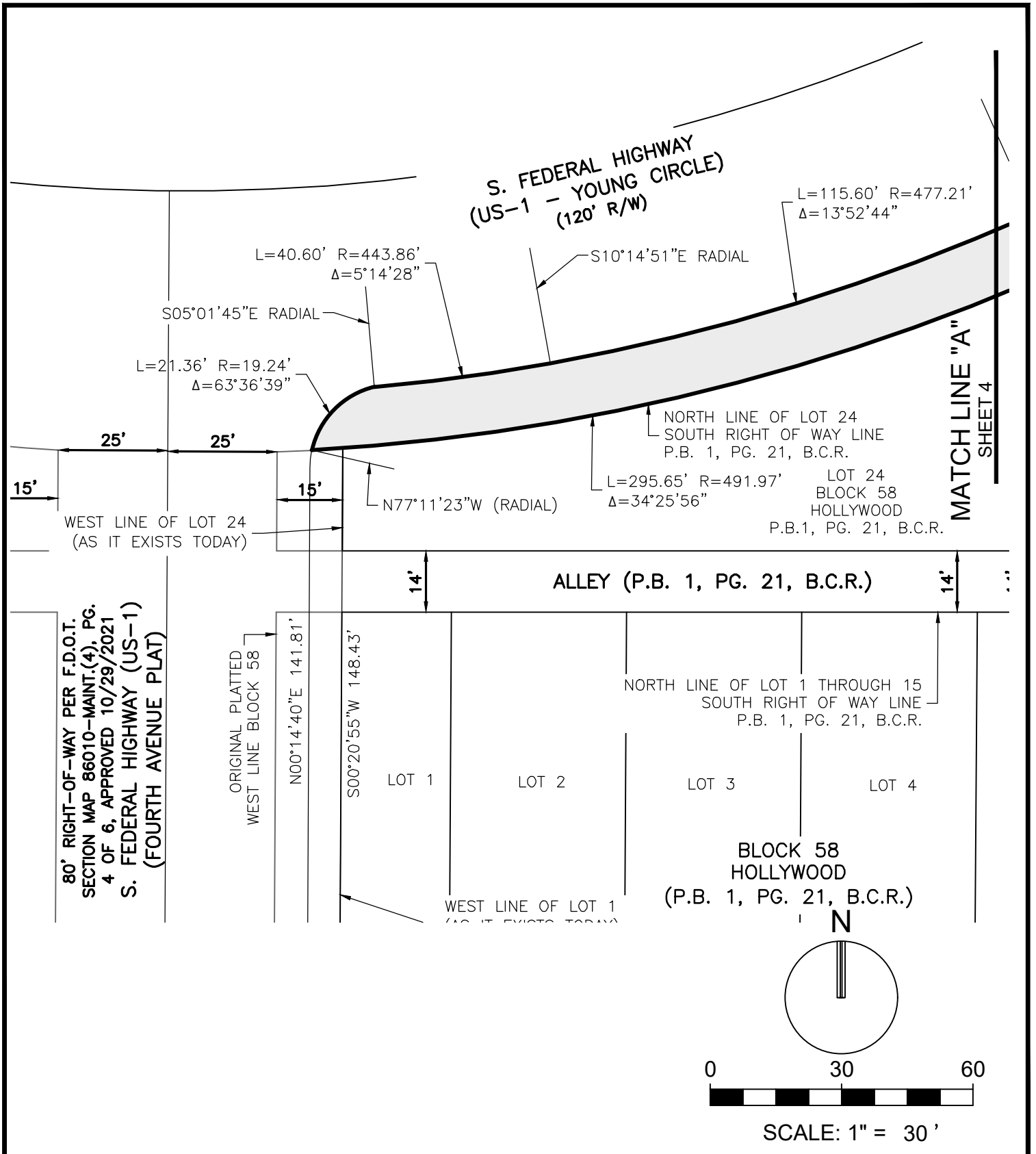
<p><b>SKETCH &amp; DESCRIPTION</b></p> <p>A PORTION OF THAT CERTAIN 120' RIGHT OF WAY FOR S. FEDERAL HIGHWAY LYING NORTH OF LOT 24, BLOCK 58, HOLLYWOOD, PLAT BOOK 1, PAGE 21, B.C.R.</p> <p>CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA</p>
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 <p>301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@KEITHteam.com LB NO. 6860</p> <p>SHEET <u>1</u> OF <u>4</u></p> <p>DRAWING NO. <u>12197.00-SK&amp;D-08</u></p>
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DATE	<u>01/26/26</u>
SCALE	<u>AS SHOWN</u>
FIELD BK.	<u>N/A</u>
DWNG. BY	<u>ZPB</u>
CHK. BY	<u>DAS</u>

DATE	REVISIONS





**SKETCH & DESCRIPTION**

A PORTION OF THAT CERTAIN 120' RIGHT OF WAY FOR S. FEDERAL HIGHWAY LYING NORTH OF AND ADJACENT TO LOT 24, BLOCK 58, HOLLYWOOD, PLAT BOOK 1, PAGE 21, B.C.R.

CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

**KEITH**

301 EAST ATLANTIC BOULEVARD  
POMPAHO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 3 OF 4

DRAWING NO. 12197.00-SK&D-04

DATE 01/21/26

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY ZPB

CHK. BY DAS

DATE	REVISIONS





**LOCATION MAP:**  
NOT TO SCALE

**SURVEY NOTES:**

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
4. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF BLOCK 58, HOLLYWOOD, AS RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 21, 2026 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS



Digitally signed by  
**DONALD A. SPICER**  
Date:  
2026.01.27  
10:57:33-05'00'

**DONALD A. SPICER**  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO. 4677  
STATE OF FLORIDA  
(FOR THE FIRM)

**SKETCH & DESCRIPTION**  
A PORTION OF THAT CERTAIN 80' RIGHT OF WAY FOR S. FEDERAL HIGHWAY LYING WEST OF AND ADJACENT TO LOT 1 AND LOT 24, BLOCK 58, HOLLYWOOD, PLAT BOOK 1, PAGE 21, B.C.R.  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

**KEITH**  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@KEITHteam.com LB NO. 6950

SHEET 1 OF 3  
DRAWING NO. 12197.00-SK&D-03

DATE 01/21/26  
SCALE AS SHOWN  
FIELD BK. N/A  
DWNG. BY ZPB  
CHK. BY DAS

DATE	REVISIONS



