



City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Special Exception (existing)

5790 Margate Blvd., Margate, FL 33063
954-972-6454

Submittal Date (official use):

04-15-15 P05:07 IN

Project Name <u>KD's Auto Sales</u>		DRC # <u>05-15-02</u>
Address <u>891 N. State Road 7 Margate FL, 33063</u>		
Acreage	Folio Number	Paid: <u>\$500.00</u>
Existing Use <u>Hair Salon</u>		
Legal Description <u>Margate Realty No 1 42-42 B Lot 4, 5 N 44 BLK</u>		

Describe proposal/request in detail
<input checked="" type="checkbox"/> <u>Operate used car dealership</u>
<input checked="" type="checkbox"/> <u>Hours of operation 9-7</u>
<input type="checkbox"/>

Agent/Contact Name <u>Kristoffer F. Kirer</u>	
Address <u>5284 N.W. 15th St</u>	
<u>Margate FL, 33063</u>	
Phone Number <u>954-696-6247</u>	Fax Number
Email Address <u>Kdsautosales@aol.com</u>	

Property Owner Name <u>Juan C Landazabal</u>	
Address <u>891 N. State Road 7 Margate FL, 33063</u>	
Phone Number <u>954-815-3003</u>	Fax Number
Email Address	

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 ½ of the Margate City Code.

Property Owner's Signature

4/15/2015
Date



MARGATE
Together We Make It Great

PUBLIC HEARING SIGN REMOVAL BOND AGREEMENT
In accordance with Ordinance #1500.485

I, Kristoffer F. Kirer, petitioner of record and on behalf of the property owner, hereby agree that the subject public hearing sign shall be removed within two (2) business days following a final determination by the governing body. Further, it is understood that by complying with this section, the \$150 cash bond will be returned to the petitioner of record.

If said public hearing sign is not removed in two (2) business days, I hereby authorize the administration of the City of Margate to remove said sign, billing the costs of the removal of the sign to the owner of the property.

I understand that the \$150 (one hundred fifty dollar) cash bond shall be forfeited and applied against the cost of removal to the City of Margate if said public hearing sign is not removed in two (2) business days.

KD's Auto Sales
Business Name

891 N. State Road 7 Margate
Address
FL, 33063

[Signature]
Signature

4/15/2015
Date

OFFICE USE ONLY

Date of Decision: _____

Tabled to date
certain? _____

Two Business Days (after
decision) _____

COMPLIED? Y N

If YES, initiate check request to Finance (603-0000-220.18-00)

If NO, inform Finance to deposit Bond (001-0000-369.90-01)

City of Margate
CUSTOMER RECEIPT ***

Batch ID: CONEILL 4/16/15 00 Receipt no: 101005

Type	SvcCd	Description	Amount
EI		ECDV SPECIAL EXECPT. USE	
	Qty	1.00	\$500.00

KD'S AUTO SALES & SERVICE INC.
5284 NW 15TH STREET
MARGATE, FL 33063
954-696-6247
RE:891 N STATE ROAD 7

Tender detail
CK Ref#: 1487 \$500.00
Total tendered: \$500.00
Total payment: \$500.00

Trans date: 4/16/15 Time: 17:42:43

HAVE A GREAT DAY!

*** City of Margate
CUSTOMER RECEIPT ***

Batch ID: CONEILL 4/16/15 00 Receipt no: 101008

Type	SvcCd	Description	Amount
EB		ECDV BANNERS	
	Qty	1.00	\$150.00

KD'S AUTO SALES & SERVICE INC.
5284 NW 15TH STREET
MARGATE, FL 33063
954-696-6247
RE:891 N STATE ROAD 7
PUBLIC HEARING SIGN BOND
SPECIAL EXCEPTION

Tender detail

CK Ref#:	1488	\$150.00
Total tendered:		\$150.00
Total payment:		\$150.00

Trans date: 4/16/15 Time: 17:45:43

HAVE A GREAT DAY!

1* 1. PARTIES AND PROPERTY: Kristoffer Kirer and/or assigns ("Buyer")

2* agrees to buy and J C D M Corp., a Florida corporation ("Seller")

3* agrees to sell the property as: Street Address: 891 N. State Road 7, Margate, FL 33063

4* _____

5* Legal Description: Lot 5, less the South 62 feet thereof, and all of Lot 4, Block F, Margate Realty No. 1, according to the

6* Plat thereof recorded in Plat Book 42, Page 42, of the Public Records of Broward County, Florida.

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 800,000.00

11* (a) Deposit held in escrow by Law Offices of Stephen Orchard \$ 2,000.00

12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: 2255 Glades Rd Ste 324A, Boca Raton, FL 33431 Phone: 561-455-7961

14* (b) Additional deposit to be made to Escrow Agent within 45 days after Effective Date \$ 10,000.00

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ 720,000.00

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 68,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before April 6, 2015, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on or before June 23, 2015 (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer KJK and Seller JS (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in Broward County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within 5 days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed 90 % of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* _____
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within 60 days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status ~~and authorize the~~
50 ~~mortgage broker and lender to disclose all such information to Seller and Broker.~~ **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within 5 days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 ~~If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time~~
55 ~~hereafter.~~ Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
65* deed ☐ other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as automotive sale facility

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and
74* within 5 days ☒ after Effective Date ☐ or at least _____ days before Closing Date deliver to **Buyer** (check one)
75* ☐ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* ☒ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer** MTH and **Seller** JS (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ____ days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ (i.) **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

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

☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

Buyer KFH and **Seller** JA acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consent.

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

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

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

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

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

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

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

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

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

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

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

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

Buyer  and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: _____
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

Buyer  and Seller  () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Jimmy Branham - The Keyes Company 311776
289 (Company Name) (Licensee)
290* 2920 N. Univesity Drive, Coral Springs, FL, 954-234-7852, jimmybranham@keyes.com
291 (Address, Telephone, Fax, E-mail)

292* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ Seller's Broker ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
294*

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller and Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

310* Law Offices of Stephen Orchard shall act as closing, title and escrow agent.
311* Seller shall close any open building permits and/or code violations at Seller's sole cost and expense. Seller
312* shall pay the cost of a municipal tax and lien search.
313* _____
314* _____
315* _____
316* _____
317* _____
318* _____
319* _____
320* _____

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer *MTK* and Seller *JS* (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* Kristoffer F. Kirer
339 (Signature of **Buyer**)

Date: 4/6/2015 12:55 PM EDT

340* Kristoffer Kirer and/or assigns
341 (Typed or Printed Name of **Buyer**)

Tax ID No: _____

342* Title: _____

Telephone: _____

343* _____
344 (Signature of **Buyer**)

Date: _____

345* _____
346 (Typed or Printed Name of **Buyer**)

Tax ID No: _____

347* Title: _____

Telephone: _____

348* **Buyer's** Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* Juan Landayabal
351 (Signature of **Seller**)

Date: 4/14/2015 4:47 PM EDT

352* J C D M Corp.
353 (Typed or Printed Name of **Seller**)

Tax ID No: _____

354* Title: president

Telephone: _____

355* _____
356 (Signature of **Seller**)

Date: _____

357* _____
358 (Typed or Printed Name of **Seller**)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* **Seller's** Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* **Buyer** KFK and **Seller** JL (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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FIRST ADDENDUM TO COMMERCIAL CONTRACT

This First Addendum ("First Addendum") to Commercial Contract (the "Agreement") is made and entered into this _____ day of April, 2015 and between Kristoffer Kirer (hereinafter "Buyer") and J C D M Corp., a Florida corporation (hereinafter "Seller") for that certain property located at 891 N. State Road 7, Margate, FL 33063 (the "Property").

IN THE EVENT ANY PROVISIONS OF THIS FIRST ADDENDUM CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE COMMERCIAL CONTRACT, THE PROVISIONS OF THIS FIRST ADDENDUM SHALL CONTROL.

1. Due Diligence.

1.1 Due Diligence Materials. To the extent available and in Seller's possession, Seller will make copies of the following items, as they pertain to the Property, available to Buyer within five (5) days of the Effective Date as herein defined.

- a. All existing surveys, plats, plans, engineering studies, site assessment reports, government agreements, soil studies, permits and licenses.
- b. Copies of last two (2) years real property tax bills.
- c. Any existing environmental reports in Seller's possession.
- d. Existing title policy.
- e. Existing survey.
- f. All service contracts, if any, which cannot be canceled on thirty (30) days prior written notice.
- g. Copies of all leases for the Property.

2. Affirmative Covenants of Seller.

2.1 Leasing During Agreement. Seller shall not enter into any leases without the Buyer's written permission which may be denied without regard to reasonableness. Notwithstanding the foregoing, Seller shall have the right to enter into leases provided: i) the lease to be entered to is at current or greater rental rates offered for units at the Property; and ii) Seller delivers Buyer a copy of the Lease within five (5) days execution of the lease.

2.2 Acts Affecting Property. After the expiration of the Due Diligence Period, Seller, unless otherwise agreed to in writing by Buyer, will refrain from (a) performing any grading or excavation, construction, or removal of any improvements, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any

BUYER (KFK) SELLER (JL)

mortgage, lien, pledge, or other encumbrances in any way affecting the Property provided that Buyer shall not unreasonably refuse to approve the creation of any such mortgage, lien, pledge or other encumbrance if such mortgage, lien, pledge or other encumbrance makes provision for the release of the Property upon Closing hereunder; and (c) committing any waste or nuisance upon the Property; and, if in possession of the Property, Seller will maintain and keep the Property in neat condition and will observe all laws, ordinances, regulations, and restrictions affecting the Property and its use, until the Closing.

2.3 Property Inspection. Seller hereby grants to Buyer the right to conduct soil tests, asbestos tests, mold tests, engineering tests and all other general conditions testing that Buyer in its sole and absolute discretion deems necessary and advisable on the Property at Buyer's sole cost and expense. Buyer and its agents and representatives shall be entitled to enter upon the Property, with Seller's written prior notice, to perform such acts as are reasonably necessary for inspection, soil tests, examination, and land use planning of the Property prior to the Closing. Buyer hereby holds Seller harmless and indemnifies Seller from any damages or liabilities arising from injuries, damages, losses or expenses caused by Buyer, its agents, or representatives in pursuing the activities permitted under this Section. Furthermore, all inspections shall be conducted in an orderly manner, so not to cause any adverse impact upon Seller's business.

2.4 Payment of Special Assessments. Seller shall pay in full all special assessments against the Property that are due prior to the date of the Closing.

3. Representations and Warranties with Respect to Property.

Seller represents and warrants to Buyer as follows:

3.1 No Condemnation Pending or Threatened. Seller has no information or knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated. Seller will advise Buyer promptly if such information is received prior to Closing.

3.2 Adverse Information. Seller has no information or knowledge of any change contemplated in any applicable laws, ordinances, or restrictions, or any judicial or administrative action, or any action by adjacent landowners, or natural or artificial conditions upon the Property, which would prevent, limit, impede, or render more costly Buyer's contemplated use of the Property as a design center and showroom for Buyer's business.

3.3 Pending Litigation. There are no legal actions, suits (except evictions in the ordinary course of business), or other legal or administrative proceedings, including condemnation cases, or any governmental environmental cases, pending or threatened, against the Property, of which Seller has knowledge or any facts of which Seller has knowledge, that might result in any such action, suit or other proceedings.

3.4 No Impact Fees or Special Assessments. No portion of the Property is affected by any outstanding impact fees or special assessments, of which Seller is aware, whether or not constituting a lien thereon.

Page 2 of 7

BUYER (*JFH*) SELLER (*JS*)()

3.5 Access to Highways and Roads. The Property has pedestrian and vehicular access to and from public highways and roads, and Seller has no knowledge of any fact or condition which would result in the termination of such access.

3.6 Commitments to Governmental Authorities. Seller has made no commitments to any governmental authority, utility company, school board, church or other religious body, or any homeowners' association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property. The provisions of this Section shall not apply to any regular, nondiscriminatory local real estate taxes or impact fees assessed against the Property.

3.7 Utilities. Sanitary sewers, water service, and electricity are available to the Property. To the best of Seller's actual knowledge, water and sewer lines are either in a public right of way contiguous to the Property or in an appurtenant easement.

3.8 Sales Agreements. The Property is not subject to any outstanding agreement(s) between Seller and any third party for sale, option(s) or other right(s), except for Permitted Exceptions in this Agreement.

3.9 Leases. There are no leases, licenses, affecting the Property, oral or written.

3.10 Intentionally Deleted.

3.11 Maintenance of Property. From and after the date hereof and until Closing, Seller covenants to keep and maintain and operate the Property substantially in the manner in which it is currently being maintained and operated and covenants not to permit any waste of the Property or undertake any action with respect to the operation thereof outside the ordinary course of business without Buyer's prior written consent.

3.12 Insurance Policies. All of Seller's insurance policies with respect to the Property are in full force and effect and shall remain so through the Closing. Seller has not received any notice from any insurer of the Property or from any board of fire underwriters (or other body exercising similar functions) requesting the performance of any repairs, alterations or other work on the Property or notices of cane.

3.13 Parking. There are no offsite parking facilities used in connection with the operation of the Property. Seller does not own or lease any adjacent property to the Property.

3.14 Real Estate and Personal Property Taxes. All real estate and personal property taxes that are currently due and payable have been paid in full.

3.16 Hazardous Wastes. The Seller hereby represents and warrants, to the best of its actual knowledge without any duty to inquire, and except as may be set forth in the Due

Diligence Materials: (a) that the Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined) other than normal building materials, inventories, cleaning supplies and other similar materials used in the course of constructing and operating the Property and/or as a part of the operations of the tenants of the Property; (b) that except as indicated in (a) above, no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Property; and (c) that Seller has not received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property. The term "Hazardous Materials" as used herein includes, without limitation, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Sections 7401 et seq.), Chapter 376, Florida Statutes, and in the regulations adopted and publications promulgated pursuant thereto.

3.17 Mold. To the best of Seller's knowledge, Seller represents and warrants as of the date of the Agreement that (i) no visible molds, mildew, spores, fungi and/or other toxins are present in or about the Property ("**Visible Mold**"), (ii) no molds, mildew, spores, fungi and/or other toxins are present in or about the Property in amounts that could or does present a hazard to human health ("**Hazardous Mold**"); and (iii) no leaks, moisture intrusion or other conditions are present in or about the Property that have or could reasonably be expected to give rise to Visible Mold or Hazardous Mold.

4. Intentionally Deleted.

5. Buyer and Seller hereby agree that should there be a named Tropical Storm or Hurricane "in the box" within 48 hours prior to Closing, there will be an automatic extension of the Closing Date for up to ten (10) days after such time as such named Tropical Storm or Hurricane has reached a safe distance from the Property where insurance companies are binding real property risk policies.

6. Intentionally Deleted.

7. The personal property shall include, without limitation, all fixtures, appliances, furniture and inventory currently located on the Property and not owned by any tenant.

8. The Property shall include, without limitation, all rights easements, adjacent roads, streets, alleys, rights of way, and all other appurtenances owned by Seller with regard to the Property.

9. In no event shall the Seller have the right of specific performance against the Buyer.

10. Intentionally Deleted.

11. All notices shall be deemed given when actually received and all notices, whether to Buyer or Seller shall be delivered by U.S. Mail (certified mail, return receipt requested), overnight delivery service (signature required), or personal delivery (signature required). Additionally, a copy of all notices to Buyer shall be sent to Buyer's attorney at the following address:

Stephen P. Orchard, Esq.
Law Offices of Stephen Orchard
2255 Glades Road, Suite 324A
Boca Raton, Florida 33431
Phone: (561) 455-7961
Fax: (561) 455-7962
Email: sporchard@orchardlaw.com

Additionally, a copy of all notices to Seller shall be sent to Seller's attorney at the following address:

12. Casualty Loss. If, prior to Closing, the Property is damaged or destroyed by any casualty, Seller shall use good faith efforts to fully restore the Property to its conditions as of the end of the Due Diligence Period and the Closing Date shall be automatically extended for up to ninety (90) days for completion of such restoration. If restoration of the damaged Property has not been completed within said ninety (90) days, Buyer may elect to (a) close without adjustment in the Purchase Price but with an assignment of all insurance proceeds available for such restoration, or (b) postpone Closing for another ninety (90) days at the end of which Buyer may again elect between the options in the preceding clauses (a) and (b). If such restoration has not been completed after one hundred fifty (150) days, Buyer may elect between the options in clauses (a) and (b) or Buyer may elect to terminate the Agreement and the deposit shall be immediately returned to Buyer.

13. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement.

14. The parties agree that the Agreement and this First Addendum may be executed in counterparts and delivered by means of facsimile and that any faxed signature shall be effective and binding on the parties so signing.

15. Except as may be required by law, Buyer and the Seller agree that neither the prospective purchase nor any of the terms and conditions of this Contract or the proposed transaction shall be disclosed to any third party other than officers, directors, agents, prospective investors, partners and joint venturers, and other parties needing such information in connection with the transaction. Buyer may disclose matters pertaining to the Property and this transaction as appropriate in connection with its due diligence, financing and investigation of and the uses for the Property. This provision shall survive the Closing.

16. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement, together with the acknowledgment page relating thereto, if applicable, may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures or acknowledgments thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages and related acknowledgment pages, if applicable. Facsimile or portable data format (PDF) execution and delivery of this Agreement shall be legal, valid and binding execution and delivery for all purposes.

17. The Closing shall be conducted by way of a so-called "escrow closing" whereby the Closing may occur through the mail pursuant to a mutually acceptable escrow arrangement among Seller, Buyer and the Title Company. The parties agree and acknowledge that Buyer's internal closing procedures require that all information and documents from Seller, including all documents required to be delivered by Seller to cure title matters (collectively "**Seller's Closing Documents**"), be reviewed and received by Buyer no later than ten (10) Business Days prior to the Closing Date (the "**Internal Review Period**"). In the event that Seller's Closing Documents have not been received within the Internal Review Period, the Closing Date shall be extended for each day that the Seller's Closing Documents have not been received and such delay shall not constitute a default on the part of Buyer. However, in no event shall the Closing Date be extended due to Seller's non-compliance with the Internal Review Period in excess of five (5) Business Days without the written approval of Buyer, which such approval shall be in Buyer's reasonable discretion. Each party authorizes the use of settlement statements for the Closing on HUD forms which show both the Buyer and Seller columns on a single settlement statement and disclose to the other party both the Buyer's and the Seller's half of any settlement statement, pre-audit or similar closing statement.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND
SEALS ON THE ABOVE LISTED DATE.

BUYER:

By: Kristoffer F. Kirer
Kristoffer Kirer

SELLER:

J C D M CORP., a Florida corporation

By: Juan Landazabal
Juan Landazabal, its President

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	891 N STATE ROAD 7, MARGATE	ID #	4841 36 06 0180
Property Owner	J C D M CORP	Millage	1212
Mailing Address	891 N STATE ROAD 7 MARGATE FL 33063	Use	11

Abbreviated Legal Description	MARGATE REALTY NO 1 42-42 B LOT 4,5 N 44 BLK F
-------------------------------	--

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).

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$244,910	\$456,400	\$701,310	\$701,310	
2014	\$244,910	\$426,310	\$671,220	\$671,220	\$15,418.65
2013	\$252,270	\$415,780	\$668,050	\$668,050	\$15,666.71

IMPORTANT: The 2015 values currently shown are "roll over" values from 2014. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2015, to see the actual proposed 2015 assessments and portability values.

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$701,310	\$701,310	\$701,310	\$701,310
Portability	0	0	0	0
Assessed/SOH	\$701,310	\$701,310	\$701,310	\$701,310
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	\$701,310	\$701,310	\$701,310	\$701,310

Sales History			
Date	Type	Price	Book/Page or CIN
3/8/2010	WD-Q	\$755,000	46931 / 176
10/14/2004	WD	\$767,300	38400 / 56
2/10/2003	WD	\$475,000	34719 / 1515
2/12/2002	TD	\$492,000	32829 / 766
5/6/1999	WD	\$230,000	29524 / 797

Land Calculations		
Price	Factor	Type
\$10.25	23,894	SF
Adj. Bldg. S.F. (Card, Sketch)		1884

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

INVOICE NO.: 10-33630

PROPERTY ADDRESS:

891 NORTH STATE ROAD 7,
MARGATE, FL. 33063

LEGAL DESCRIPTION:

LOT 5, LESS THE SOUTH 62 FEET
THEREOF, AND ALL OF LOT 4, BLOCK
'F', OF "MARGATE REALTY NO.1"
ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 42,
PAGE 42 OF THE PUBLIC RECORDS OF
BROWARD COUNTY FLORIDA.

CERTIFICATIONS:

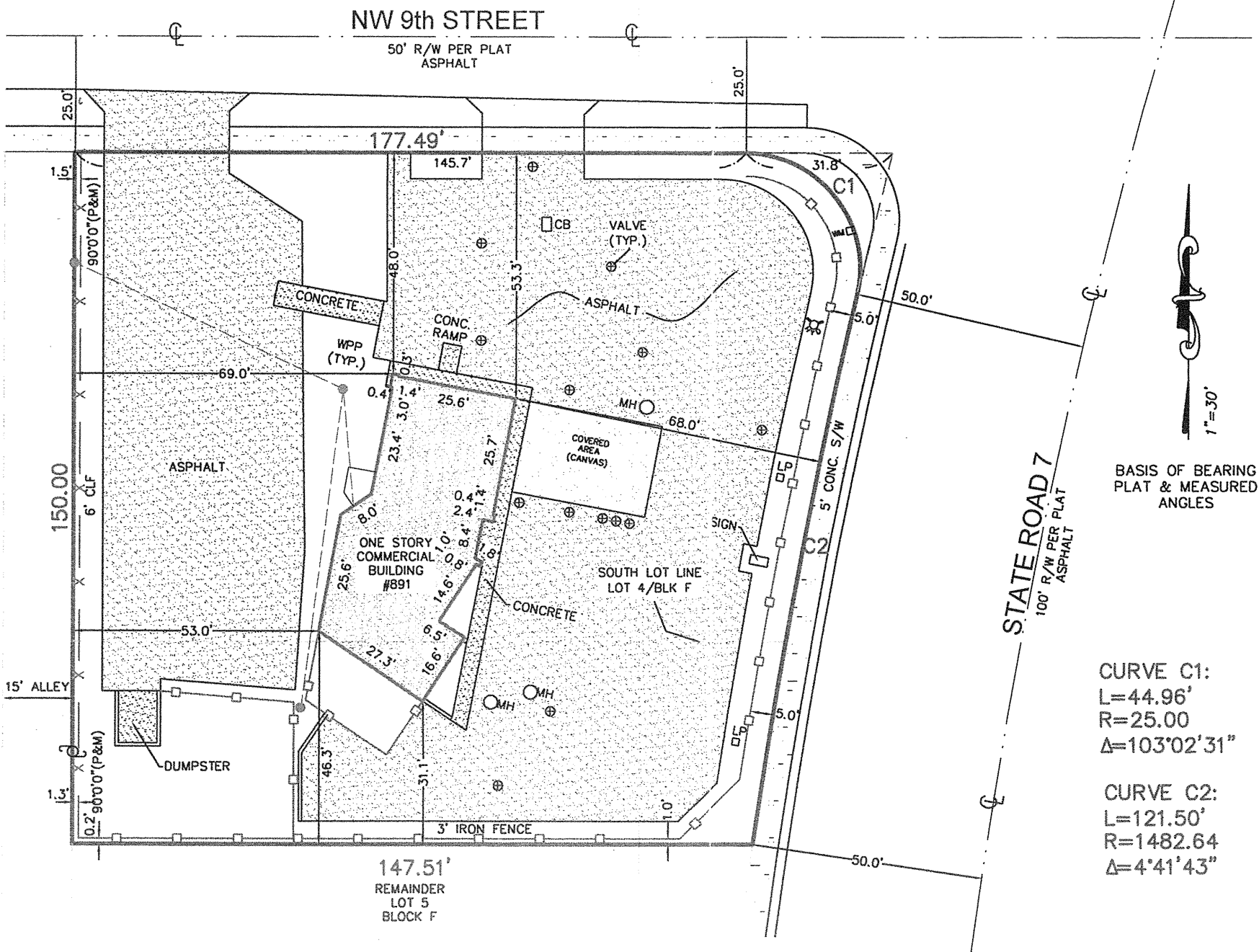
JUAN CARLOS LANDAZABAL
LAW OFFICE OF JOSEPH L. KOHN
TICOR TITLE INSURANCE CO.
HAMLET CHATOO
IT'S SUCCESSORS AND/OR ASSIGNS,
AS THEIR INTEREST MAY APPEAR

FLOOD ZONE INFO:

COMMUNITY #: 120047
PANEL & SUFFIX: 0115 F
FLOOD ZONE: AH 11
DATE OF FIRM: 8/18/92

FINISHED FLOOR: 15.40
GARAGE: N/A

MAP OF BOUNDARY SURVEY



ALL COUNTY
SURVEYORS



A/C = AIR CONDITIONING UNIT	ME = MAINTENANCE EASEMENT
ADJ = ADJACENT	NGD = NATIONAL GEODETIC DATUM
ASPH = ASPHALT	N/D = NAIL AND DISC
B.C.R. = BROWARD COUNTY RECORDS	N/G = NATURAL GROUND
BOW = BACK OF WALK	NR = NON RADIAL
BM = BENCHMARK	NTS = NOT TO SCALE
CALC. = CALCULATED	N/TT = NAIL AND TIN TAB
CA = CENTRAL ANGLE	ORB = OFFICIAL RECORD BOOK
C/L = CENTERLINE	P = PLAT
CB = CATCH BASIN	PB = PLAT BOOK
CBS = CONCRETE BLOCK WALL	PBCR = PALM BEACH COUNTY RECORDS
CE = CANAL EASEMENT	PC = POINT OF CURVATURE
CHATT = CHATTAHOOCHEE	PCC = POINT OF COMPOUND CURVATURE
CONC = CONCRETE	PCP = PERMANENT CONTROL POINT
CM = CONCRETE MONUMENT	PG = PAGE
COL = COLUMN	PI = POINT OF INTERSECTION
DE = DRAINAGE EASEMENT	POB = POINT OF BEGINNING
D = DEED	POC = POINT OF COMMENCEMENT
EASE = EASEMENT	PRC = POINT OF REVERSE CURVATURE
EOP = EDGE OF PAVEMENT	PRM = PERMANENT REFERENCE MONUMENT
ELEV. = ELEVATION	PR = POINT OF TANGENCY
EOW = EDGE OF WATER	P/L = PROPERTY LINE
EOP = EDGE OF PAVEMENT	R = RADIUS
FF = FINISHED FLOOR	RGE = RANGE
FD = FOUND	ROE = ROOF OVERHANG EASEMENT
INV = INVERT	RP = RADIUS POINT
IP = IRON PIPE	R/W = RIGHT OF WAY
IR = IRON ROD	SEC = SECTION
L = LENGTH	SW = SIDEWALK
LAE = LIMITED ACCESS EASEMENT	TOB = TOP OF BANK
LF = LOWEST FLOOR	TYP = TYPICAL
LME = LAKE MAINTENANCE EASEMENT	UE = UTILITY EASEMENT
M = MEASURED	WPP = WOOD POWER POLE

----- = WOOD FENCE
X ----- = CHAINLINK FENCE

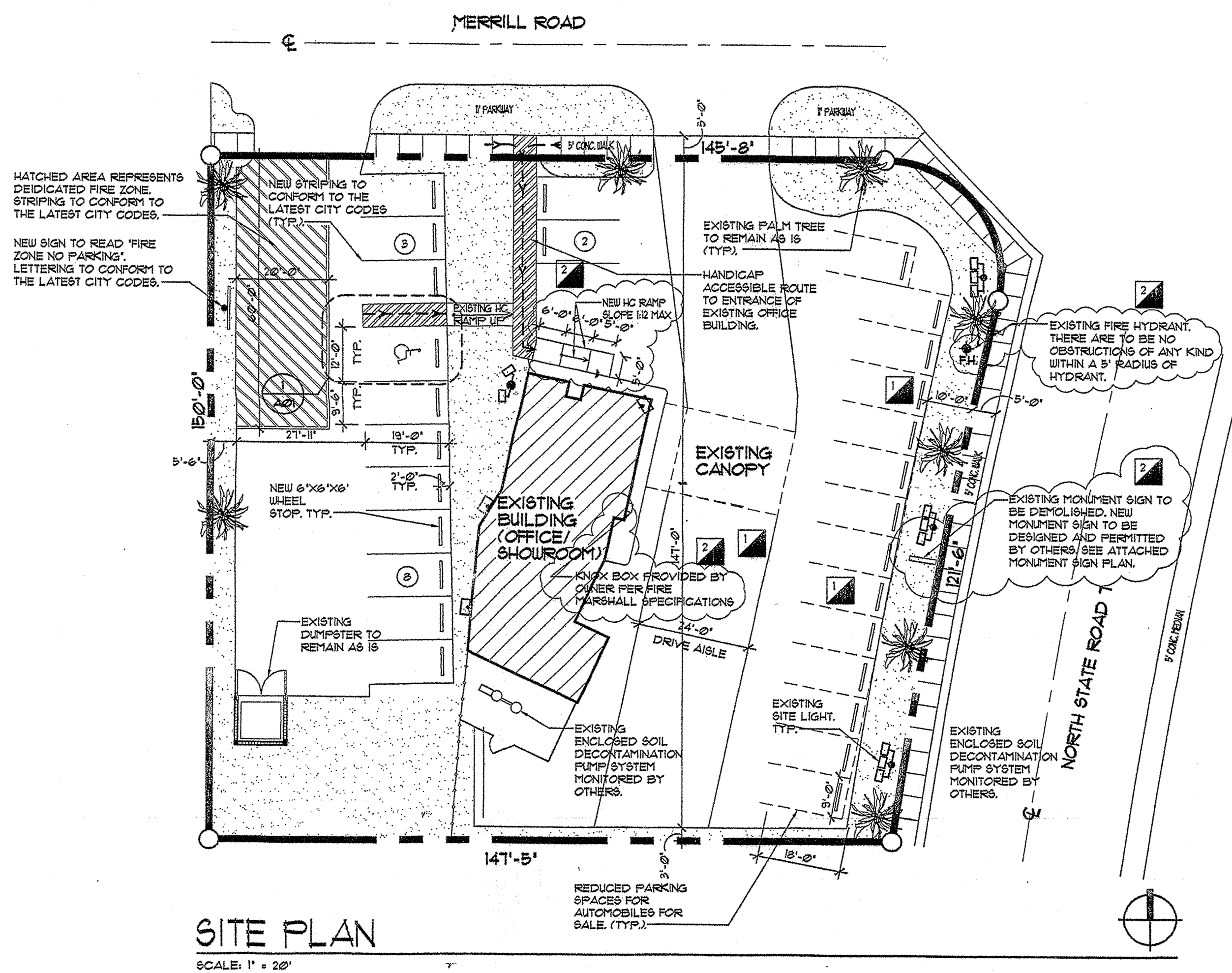
GENERAL NOTES:
(1) THIS SURVEY IS BASED UPON RECORDED INFORMATION AS PROVIDED BY CLIENT. NO SPECIFIC
(2) SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE.
(3) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
(4) ELEVATION ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM 1929 (N.G.V.D. 1929).
(5) IN SOME CASES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED FOR CLEARER ILLUSTRATION. MEASURED RELATIONSHIP SHALL HAVE PRECEDENCE OVER SCALE POSITIONS.
(6) ALL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
(7) UNLESS OTHERWISE SPECIFIED, THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
(8) WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 (FT).
(9) NOTE: "I HEREBY CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND IT IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.
ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.

DATE OF ORIGINAL FIELDWORK: 02/19/10

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GINO FURLANO, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5044
(NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)



SITE CALCULATIONS

TOTAL SITE AREA:	22,283	SF.
TOTAL IMPERVIOUS:	11,291	SF. (51.6%)
TOTAL PAVEMENT:	4,992	SF. (22.4%)
TOTAL VIA:	22,283	SF.
VIA LANDSCAPE:	11,291	SF. (51.6%)
VIA IMPERVIOUS:	4,992	SF. (22.4%)

GENERAL NOTES

ZONING: B3

THE LAYOUT OF ACCESSIBLE PARKING SPACE ON PLAN ARE PER THE LATEST EDITION OF THE FABC AND 9.353.5041, FLORIDA STATUTES. SEE DETAIL 1/A01.

THE EXTERIOR ELEVATION OF THE EXISTING BUILDING TO BE PAINTED WITH COLORS TO MATCH MARGATE CITY COLOR PALATE.

CONTRACTOR TO FIELD VERIFY THAT SLOPE OF EXISTING RAMP FROM CUSTOMER PARKING AREA TO SHOW ROOM AREA IS NO MORE THAN 1:12 MAXIMUM AND MODIFY AS REQUIRED.

CONTRACTOR TO PROVIDE WHITE STRIPING FOR ALL SHOW ROOM AND REGULAR PARKING SPACES PER MARGATE CITY CODE

PARKING CALCS.

PARKING REQUIRED:

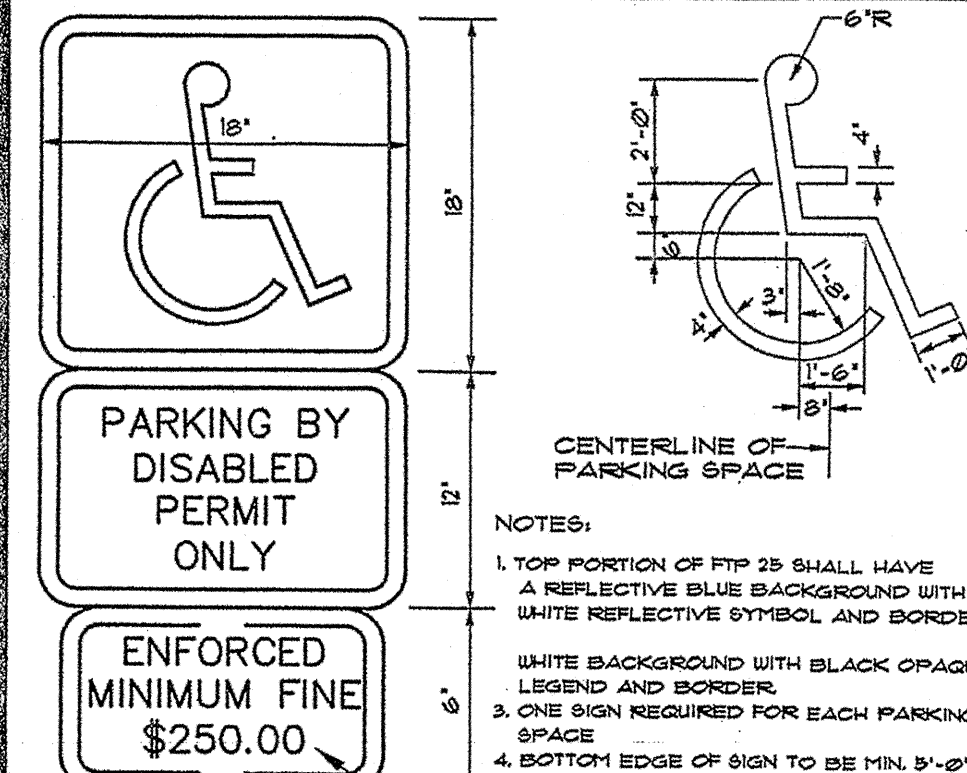
PARKING SPACES REQUIRED PER MARGATE CITY ZONING CODE FOR "OFF STREET PARKING", SECTION 18.3 (30).

SALES AND SHOW ROOM AREA = 17,555 SF.

SPACES REQUIRED:		SPACES PROVIDED:
REGULAR SPACE REQUIRED FOR PRINCIPAL:	1	1 SPACE
REGULAR SPACE REQUIRED FOR EXECUTIVE:	1	1 SPACE
REGULAR SPACE REQUIRED FOR EACH TWO (2) SALESMEN:	2	2 SPACES
REGULAR SPACES REQUIRED FOR SALES AND SHOW ROOM AREA = 17,555 SF.	4	9 SPACES
REDUCED SIZE SPACES PROVIDED FOR ALL CARS FOR SALE		14 SPACES
REQUIRED TOTAL:	8	
PROVIDED TOTAL:	21	
HANDICAP SPACES INCLUDED:	1	

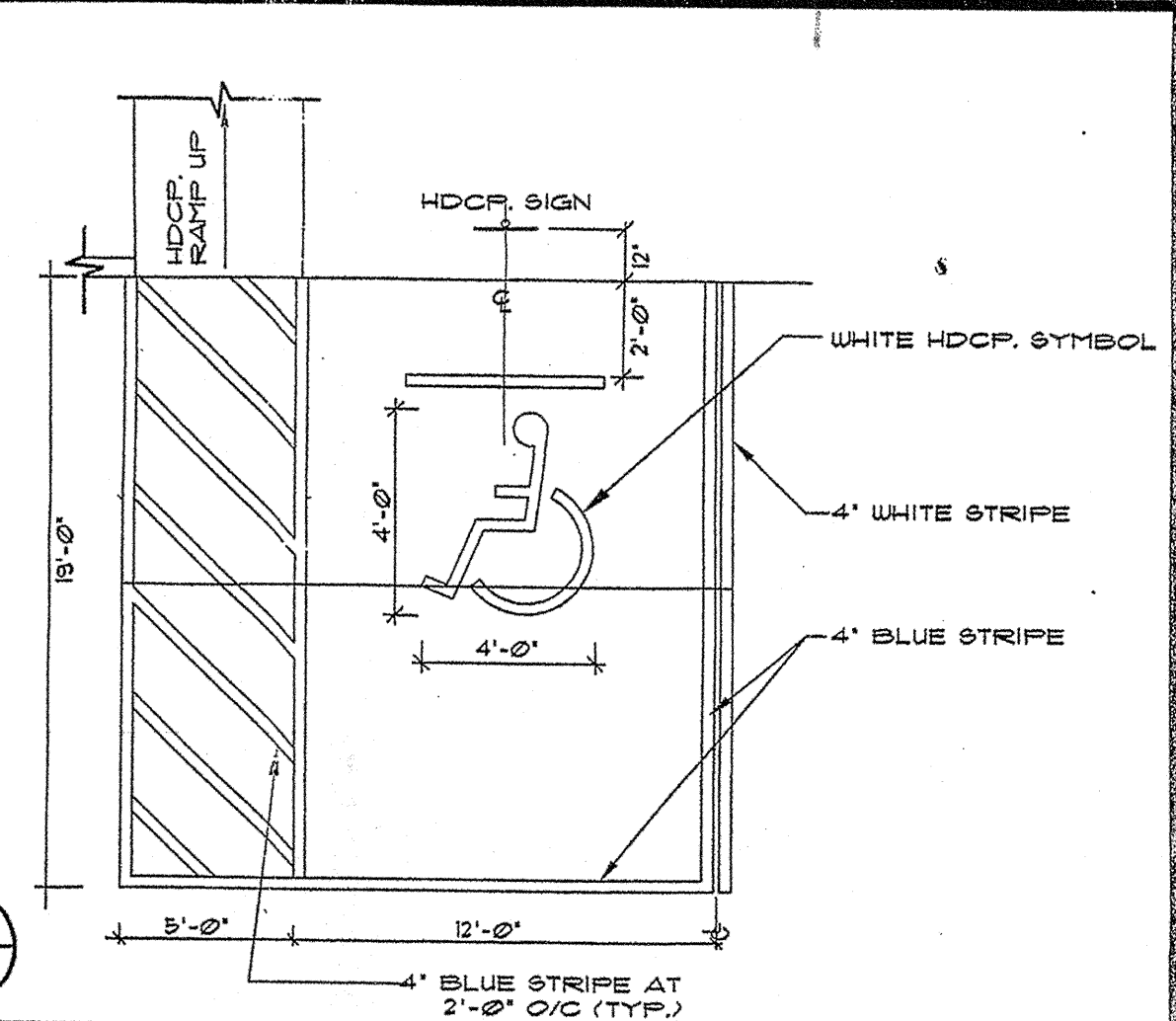
LEGAL DESCRIPTION

LOT 4 TOGETHER WITH NORTH 44 FEET OF LOT 5, BLOCK "F" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



HDCP. DETAIL

N.T.S.



DESIGNED
HMC
DRAWN
HMC
CHECKED
DS

1. 5/3/02 REVISIONS:
 - ADD MODIFICATION OF MONUMENT SIGN TO GENERAL NOTES.
 - SHOW 24" WIDE DRIVE AISLE IN SHOW ROOM AREA ON PLAN.
 - MODIFY PARKING CALCULATIONS.
 - SHOW 10' SETBACK FROM CONCRETE SIDEWALK ON STATE RD. 1.
 - SHOW WHEEL STOPS.
2. 6/11/02 REVISIONS:
 - REMOVE MONUMENT SIGN FROM PLAN.
 - REMOVE REFERENCE TO MONUMENT SIGN FROM GENERAL NOTES.
 - SHOW SLOPE OF NEW RAMP AND DIMENSIONS.
 - ADD NOTE FOR EXISTING FIRE HYDRANT.
 - ADD KNOX BOX NOTE.

REVISIONS

COMM: DATE: 3/22/02

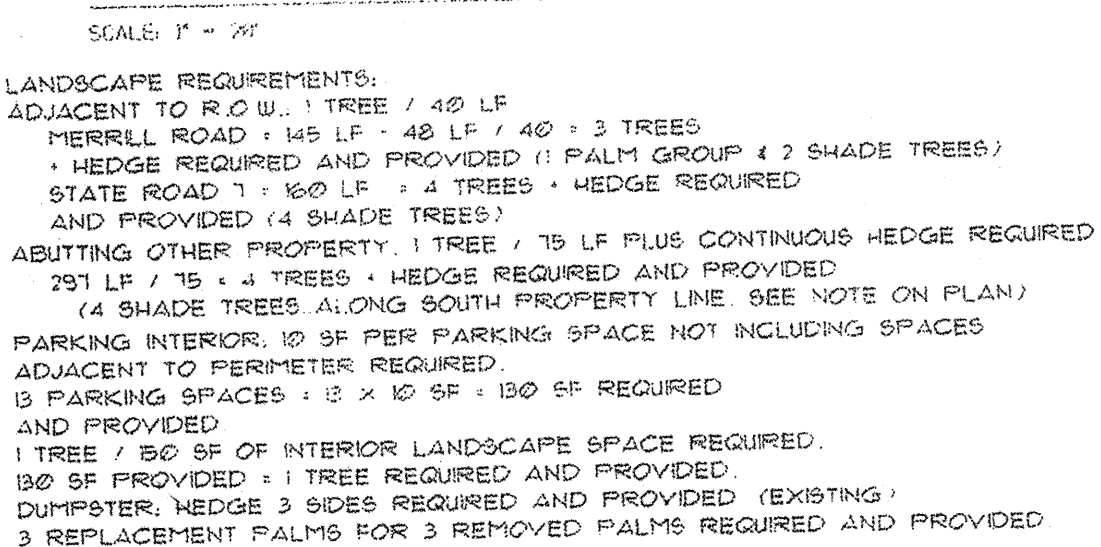
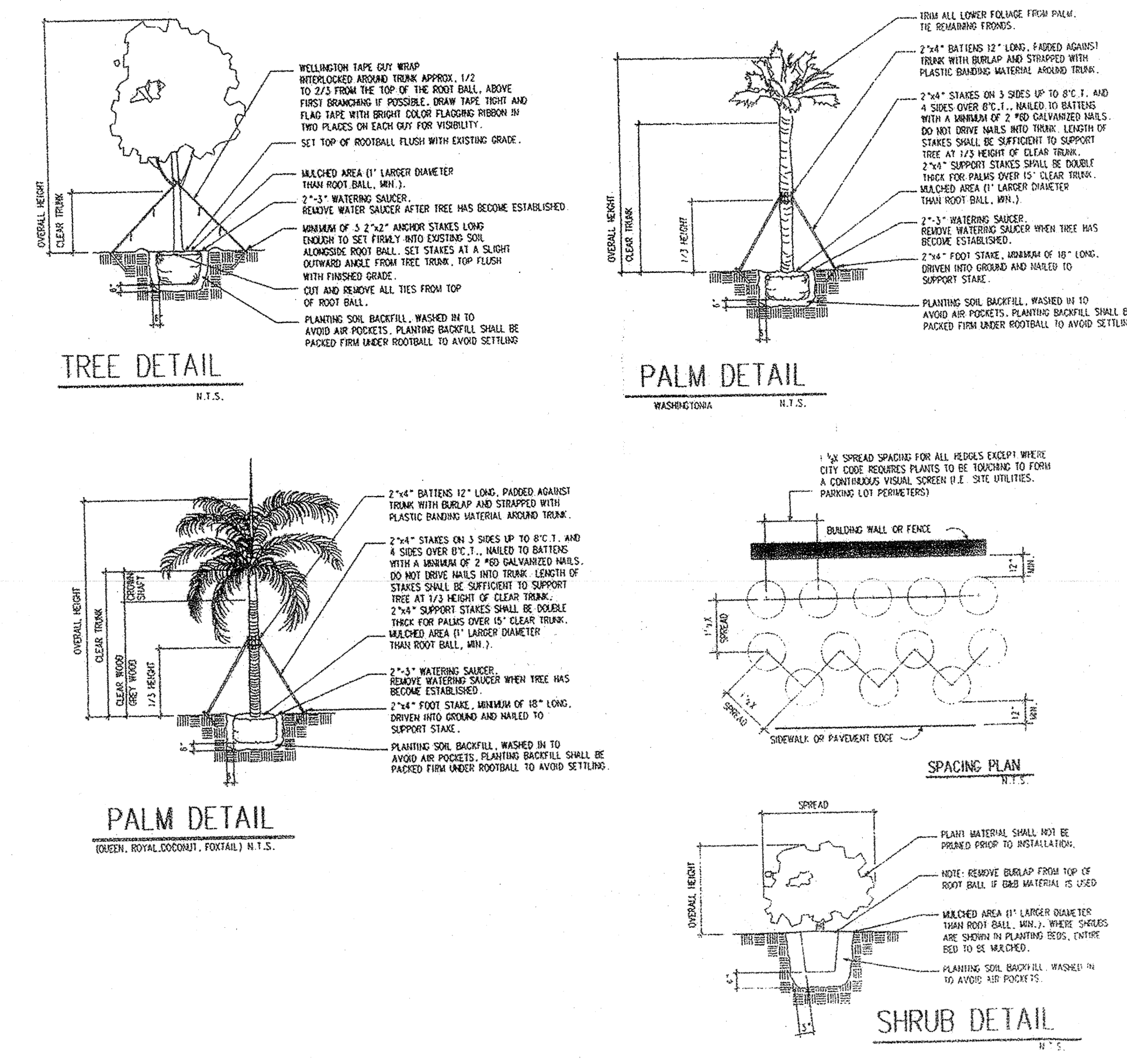
BALAN MOTORS

891 NORTH STATE ROAD 1
MARGATE, FL.

SITE PLAN

A01

DATE PRINTED:

[illegible]

GENERAL SPECIFICATIONS

1. All plant materials shall be Florida No. 1 or better as set forth by the Florida Department of Agriculture, Grading Standards for Nursery Plants, Current edition.
All plants to be graded shall comply with the general requirements stated therein.
2. Certification that all plant materials installed are Florida No. 1 or better shall be the sole responsibility of the Landscape Contractor. Said certification shall be provided to the Owner or his authorized representative of the time of delivery of the plant material to the job site. Any dispute regarding plant quality shall be determined by a representative of the Division of Plant Industry of the State of Florida.
3. All rules and guidelines set forth by the State for the purposes of grading plant materials shall be followed.
4. Palms shall be planted so that all heads are clear of building walls and windows of mature spread.
5. All Sabal Palms, Queen Palms, Washington Palms, Phoenix varieties and all other single trunk, upright varieties with six foot (6') of clear trunk or greater shall be staked as detailed.
6. All trees shall be planted so that heads will be clear of building walls, roof lines and windows of mature spread. Trees shall not be located closer than fifteen feet (15') from interior project light poles.
7. Florida Power and Light tree location guidelines shall be followed in all cases relating to the power lines and other utility locations.
8. Where Codes require, locations of all trees planted in Rights-Of-Way or utility easements shall be confirmed by the landscape contractor with the City or County Engineer before installation.
9. All trees planted shall be measured at a 1/2" above top of root ball. All trees that are designated as single trunk trees shall have a single, dominant leader and a relatively straight trunk. All trees that are designated as multi-trunk trees shall have at least three trunks with equal calipers originating from the base of the trees, and equal or greater than 45 degrees. Trees with bark inclusion or codominant trunks will not be accepted.
10. All trees and Palms shall be kept in an upright position.
Under no circumstances shall any support method used employ the driving of nails or other mechanical devices of any kind into the bark of any tree or palm.
11. All staking shall be removed approximately six months after planting or at the time of establishment of the trees.
12. All synthetic burlap, synthetic aprons or wire baskets shall be removed before any trees are planted. All synthetic tube (topping type, nursery type) shall be removed from trunk, branches, etc., before inspection. The top one-third of any natural burlap shall be removed or tucked into the planting hole before the trees are burlapped.
13. All trees, palms and other plants shall be planted with the top of their rootballs no deeper than than the land grade surrounding the planting area.
14. All trees within or overhanging pedestrian areas shall have a clear trunk high enough to allow unobstructed pedestrian movement under or around trees.
Sight distance concerns must be maintained for clear sight visibility from thirty (30) inches to seventy-two (72) inches, tree trunks excluded.
15. All hedges shall be planted with twelve inches (12") clear space between outer branches and building walls, fences or pavement edges and three feet (3') back from edge of parking spaces at the time of planting. Spacing of shrubs center to center shall be as specified by the municipality for screening requirements.
All mechanical equipment, air conditioning, irrigation pumps, FFL transformers, pool pumps, etc., must be screened on three (3) sides by shrubs.
16. Irrigation shall be by underground, automatic, rest free system with 100% coverage and a minimum of 50% overlap of spray. Irrigation rain sensor shall be installed. Irrigation water shall not be directed onto or over impervious surfaces.
Irrigation systems other than City water shall require South Florida Water Management District water use permit prior to the issuance of the required irrigation permit from the City and/or the operation of the irrigation system. Approval of application permits shall be required from the City prior to installation.
17. Planting soil shall be at least 30% muck and 70% sand pulverized and weed free, to be mixed with existing soil free from rocks and debris and backfilled into plant pits by existing soil.
In Planting soil for Sabal Palms shall be clean sand. Sanding soil may be used as planting soil if approved by the Landscape Architect.
18. Fertilizer for trees and shrubs shall be a general purpose 50% organic fertilizer (8-8-8) with minor elements, and humus and manure and shall be mixed with the planting soil to the inside of burlapping.
19. Fertilizer for palms shall be a palm specific type to include manganese and magnesium sulfate.
Application rates for all fertilizers at the time of planting shall be 1/2 the manufacturers recommendations for established plants.
20. Mulch shall be shredded cypress or other clean hardwood species grade 15" or better set to a 2"-3" minimum depth and wet down to prevent wind displacement.
21. All trees shall have a mulch ring with a minimum depth of two inches, maximum of three inches, and a diameter of 3 feet to 4 feet around the base. All mulch shall be kept two inches from the base of all plant material.
22. Sod shall be Stenotaphrum secundatum, "Florida" solid sod, weed free and set with staggered joints. Sod shall be placed on all areas not used for buildings, vehicular use areas, walks, site structures or planting beds and shall extend to any doubtful street pavement edge and to the main waterline of any existing canal, lake or waterway. Sod shall be placed no closer than three (3) feet from the trunk of any tree.
Sod placed adjacent to pavement and curbs shall be set with top of sod set flush with the top of the adjacent pavement and/or curb.
23. Planting plans take precedence over plant lists.
The Landscape Contractor shall be responsible for doing his own takeoff. The Landscape Contractor shall familiarize himself with the municipal code and deed restrictions of acts in jurisdiction in which the project is located. All existing codes and deed restrictions pertaining to the municipality in which the project is located shall apply and may supersede these General Specifications. The more stringent requirement shall govern.
24. The Landscape Contractor shall be aware of the locations of all easements and utilities above and below ground and shall call for utility stakeout forty-eight (48) hours before any digging operations begin.
All plant pits located in easements shall be hand dug.
The Landscape Contractor shall provide a written guarantee to the Owner for all plant materials and workmanship for a period no less than ninety (90) days from the time of final inspection and acceptance by the Owner.
At the end of the guarantee period, all plant materials shall be inspected by the Landscape Contractor and the Owner. All plants that are in a healthy, growing condition at the time of the inspection shall be free from further guarantee and shall be the Owner's responsibility. All plant material that is not in a satisfactory condition up to transplant shall continue under the guarantee until recovery or, if deemed severely retarded in growth or dead, shall be replaced. Replaced plant material shall be guaranteed for the same time period and under the same conditions as the original plant material. This guarantee does not apply if the plant material was never lost, maintained by the Owner, as instructed by the Landscape Contractor, or damaged by the storms, vandalism, insect or freeze damage or acts of God beyond the Landscape Contractors control. All plants shall be free from harmful plant pests at the time of planting.

THIS DRAWING IS NOT VALID FOR SUBMITTAL OR CONTRACT CONSTRUCTION PURPOSES UNLESS SIGNED, SEALED & DATED WITH AN EXPIRATION DATE BY THE LANDSCAPE ARCHITECT. CLIENT IN-HOUSE DEPOSITS & BIDDING ONLY.

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RIGHT OF OWNERSHIP: The drawings, designs, arrangements and ideas represented by these plans are an instrument of service for this project and are the property of the Landscape Architect. The drawings, designs, arrangements and ideas may be used for any purpose whatsoever without the express written permission of the Landscape Architect. The Landscape Architect shall not be held responsible for the interpretation and provisions of the applicable building codes in any jurisdiction at the time of the plans preparation. No warranty either expressed or implied is hereby made.

LANDSCAPE PLAN FOR BALAN MOTORS

STATE ROAD NO. 1, MARGATE, FLORIDA

DATE: APRIL 2, 2002

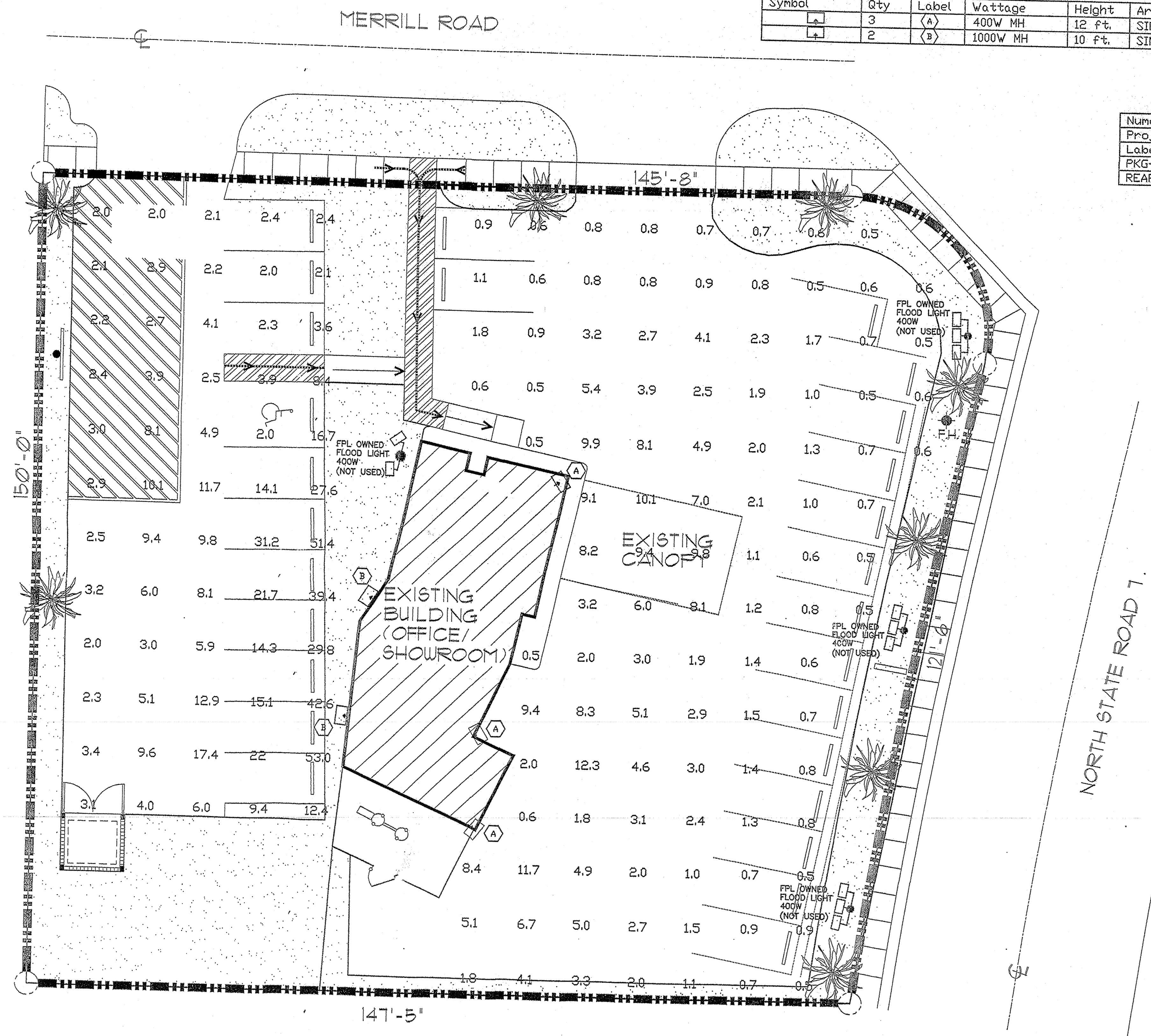
SCALE: 1"=10'

DRAWN BY: JJP

BY: CHNE

4/1/14 00:00:00 11 10/1/14

4/1/14 00:00:00 11 10/1/14

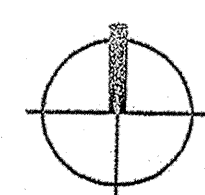


Luminaire Schedule								
Project: Project_1								
Symbol	Qty	Label	Wattage	Height	Arrangement	Lumens	LLF	Description
	3	A	400W MH	12 ft.	SINGLE	36000	1	EXISTING FLOODS MOUNTED ON BLDG.
	2	B	1000W MH	10 ft.	SINGLE	110000	1	EXISTING FLOODS MOUNTED ON BLDG.

Numeric Summary					
Project: Project_1					
Label	Avg	Max	Min	Avg/Min	Max/Min
PKG-AREA	1.2	12.3	0.5	4.48	24.6
REAR-AREA	9.45	53	2.0	4.72	26.5

EXISTING PHOTOMETRIC SITE PLAN

SCALE: 3/32" = 1'-0"



DESIGNED
MAG
DRAWN
MAG
CHECKED
G&J

REVISIONS	
COMM:	DATE:
	01-15-22

981 N. STATE ROAD 7
MARGATE, FL.

EXISTING PHOTOMETRIC
SITE PLAN

DRC SUBMITTAL

DELTA G CONSULTING ENGINEERING JOB #020116
PROJECT MANAGER: MICHAEL GUIDA

DELTA G CONSULTING
ENGINEERS, INC.
1451 N.E. 4TH AVE.
FORT LAUDERDALE, FL. 33304
(954) 572-1119

SEAL

DATE PRINTED: