

**MEMORANDUM NO. 19 - 216**

**DATE:** July 16, 2019

**TO:** Mayor and City Commission

**VIA:** Greg Harrison, City Manager 

**VIA:** David Recor, ICMA-CM  
Development Services Director 

**FROM:** Jean E. Dolan, AICP, CFM  
Sustainability Coordinator 

**SUBJECT:** Reaffirmation of Flexibility Units for Atlantic 3350

Atlantic 3350 LLC received an allocation of seventy-seven (77) flex units in 2012, which was reaffirmed in 2015 (Resolution 2015-32) and then extended by the Applicant until 2017. The flex units allowed 77 dwelling units along with hotel and retail uses on a property known as 3350 East Atlantic Boulevard as generally shown on the attached general location map (Attachment 1).

Due to extenuating circumstances presented by the Applicant (Attachment 2), staff is recommending that the 77 flex units be reaffirmed by amending Resolution 2015-32 to extend the period before a building permit must be issued for the 77 flex units. The proposed density and intensity of the project will not exceed the density and intensity of the previously approved project which will be built in substantial conformity with the previously approved conceptual site plan (Attachment 3).

This recommendation is being made due to the following extenuating circumstances unique to this property only:

- (1) The death of the responsible principal of Atlantic 3350 LLC resulted in the failure to apply for legally available extensions to this flex allocation after 2017;
- (2) No new flexibility allocations are allowed on the barrier island in accordance with the City's Flex Receiving Area Map so reaffirmation and the amended construction deadline is the only avenue available to enable the project to be built on this property;
- (3) The language in the PD Zoning District Code (155.2405.I) vests the PD when a site plan is submitted to implement an approved PD Master Plan and thus the associated entitlements (flex units) are required to implement the vested PD Master Plan.

The project's detailed site plan will be resubmitted for review under the current zoning regulations. Any significant changes made to the conceptual site plan, except those necessary to meet current code, will trigger a re-evaluation of this request by the City Commission.

Staff will be available at the public hearing for this item to answer any questions.

JED

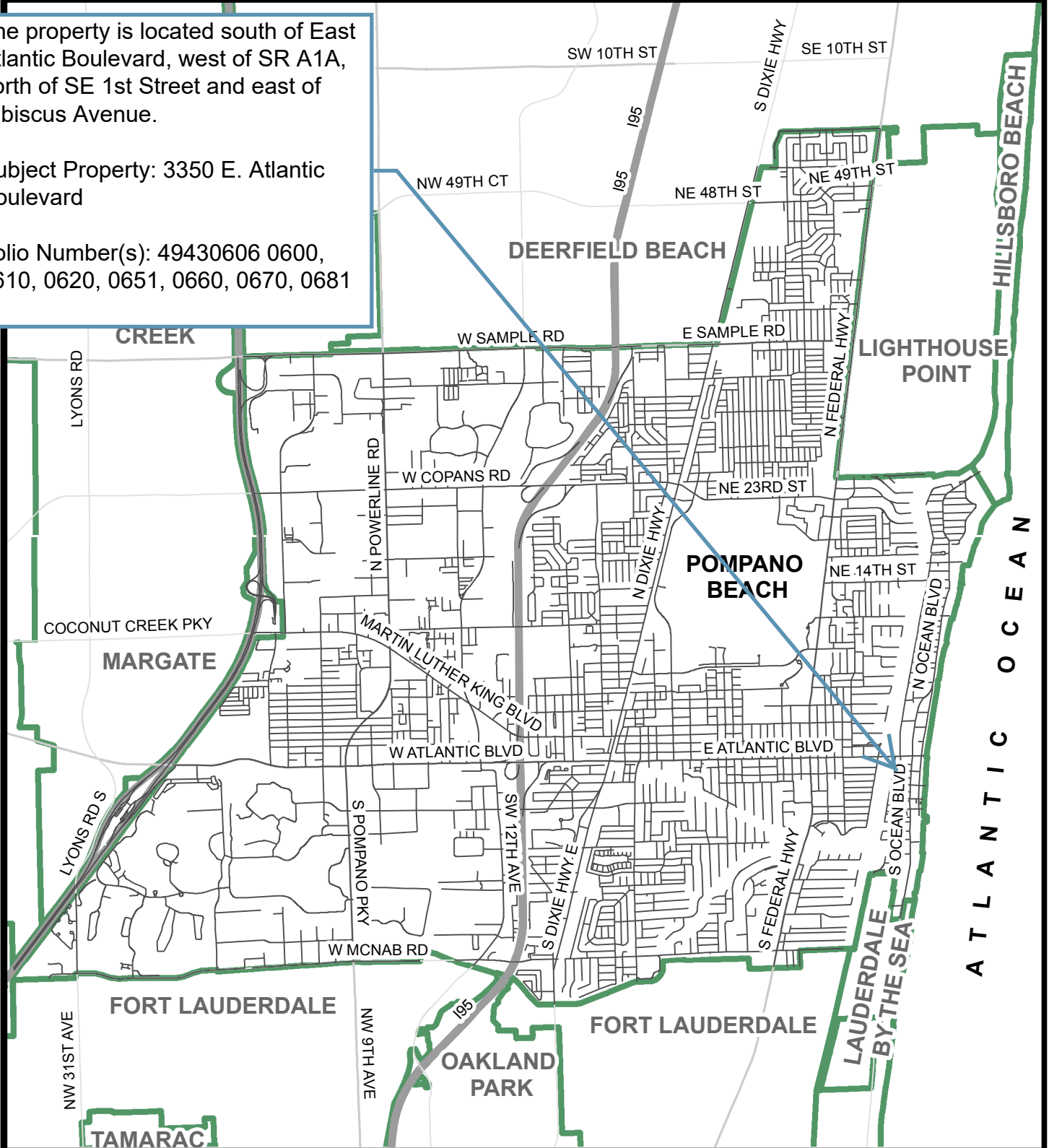
# CITY OF POMPANO BEACH LOCATION MAP



The property is located south of East Atlantic Boulevard, west of SR A1A, north of SE 1st Street and east of Hibiscus Avenue.

Subject Property: 3350 E. Atlantic Boulevard

Folio Number(s): 49430606 0600, 0610, 0620, 0651, 0660, 0670, 0681



1 in = 1 miles

PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES

ATTACHMENT 2  
REINSTATEMENT REQUEST LETTER FROM APPLIANT

Attachment 2 - Request from Applicant



June 18<sup>th</sup>, 2019

Mr. David Recor, Development Services Director  
City of Pompano Beach  
100 W. Atlantic Boulevard  
Pompano Beach, FL 33060

RE: 3350 E. Atlantic Boulevard

Dear Mr. Recor:

Please accept this letter as our request to reinstate the above referenced property's entitlements to construct two buildings: one comprised of 77 residential units and the other a 200-room hotel. (see approved site plan attached).

The entitlements to this property have elapsed. Unfortunately, the untimely death of one of the partners, Mr. Julio Rey, and the ensuing corporate restructure caused us to overlook certain requirements to maintain eligibility to proceed with the development as approved.

Today, we are ready to move forward immediately. We have entered into a contract agreement (see attached) to sell our interest in the property to Dome Equities, Inc.. The buyer is eager to start the building permitting process without further delay without modifying the original plans except to comply with current and applicable Florida Building Codes.

We are confident this project will be a landmark addition to the City's tax base and will become a sought after residential and commercial facility for many years to come.

We will appreciate considering this request and allowing our team and buyer to finally bring this project to fruition.

Sincerely,

German Neuss, Partner

CC: Greg Harrison, City Manager  
Kolec, N. Ndoja, President, Dome Equities, Inc.  
Damian, Elissalt, Partner, Atlantic 3350, LLC.  
Jennifer Snyder, Legal Counsel, Atlantic 3350, LLC.

**Commercial Contract**

1 **1. PARTIES AND PROPERTY:** Dome Equities, Inc. a Florida corporation, and/or assigns ("Buyer")  
 2 agrees to buy and Atlantic 3350, LLC a Florida limited liability company ("Seller")  
 3 agrees to sell the property at:

4 Street Address: as specifically described in Exhibit "A" hereto 3350  
 5 East Atlantic

6 Legal Description: Please see Exhibit "A" attached hereto

7  
 8 and the following Personal Property: None

9  
 10 (all collectively referred to as the "Property") on the terms and conditions set forth below. 2.

11	<b>PURCHASE PRICE</b> (Price allocation of Sweat Equity Fee and Real Property tbd prior to closing):	\$	<u>18,500,000</u>	<u>00</u>
12	(a) Deposit held in escrow by: <u>First Title of Broward, Inc.</u>	\$	<u>1,000</u>	<u>00</u>
13				
14				
15	(b) Additional deposit to be made to Escrow Agent			
16	<input checked="" type="checkbox"/> within <u>3</u> days (3 days, if left blank) after completion of Due Diligence Period or			
17	<input type="checkbox"/> within ___ days after Effective Date	\$	<u>499,000</u>	<u>00</u>
18	(c) Additional deposit to be made to Escrow Agent			
19	<input type="checkbox"/> within ___ days (3 days, if left blank) after completion of Due Diligence Period or			
20	<input type="checkbox"/> within ___ days after Effective Date	\$	<u>0</u>	<u>00</u>
21	(d) Total financing (see Paragraph 5) <u>Seller financing. See Para. 23(2)</u>	\$	<u>11,500,000</u>	<u>00</u>
22	(e) Other	\$		
23	(f) All deposits will be credited to the purchase price at closing.			
24	Balance to close, subject to adjustments and prorations, to be paid			
25	via wire transfer.	\$	<u>6,500,000</u>	<u>00</u>

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
 27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
 29 and Buyer and an executed copy delivered to all parties on or before 06/05/2019, this offer  
 30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be  
 31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
 32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
 33 N/A. Calendar days will be used when computing time periods, except time periods of 5  
 34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
 35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
 36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**  
 38 (a) **Closing Date:** This transaction will be closed on See Para. 23(3) (Closing Date), unless  
 39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
 40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (KN) (\_\_\_\_) and Seller ([Signature]) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



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

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

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third  
47 party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed  
48 interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

51 See Paragraph 23(2)

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

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other \_\_\_\_\_, free of liens, easements and  
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_  
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
79 Property as mixed use commercial/residential development

80 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
82 within 60 days after Effective Date or at least 60 days before Closing Date deliver to **Buyer** (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and  
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer (K. N.) (\_\_\_\_\_) and Seller ([Signature]) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such  
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)  
95 **Buyer** delivers proper written notice and **Seller** cures the defects within 20 days from receipt of the notice  
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the  
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the  
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be  
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days  
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept  
101 title subject to existing defects and close the transaction without reduction in purchase price.

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

103 (i.)  **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys,  
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this  
105 transaction:

106 leases, entitlements, environmental surveys, code/municipal violations, permits  
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the  
109 date this Contract is terminated.

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

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

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

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

126  **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 90 days from Effective Date ("Due  
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the  
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("inspections") which  
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,  
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision  
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,  
132 state and regional growth management and comprehensive land use plans; availability of permits, government  
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground  
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to  
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property  
136 is acceptable. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the  
137 Property at any time during the term of this Contract for the purpose of conducting inspections, upon reasonable  
138 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter  
139 the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from  
140 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from  
141 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**  
142 will not engage in any activity that could result in a mechanic's lien being filed against the Property without  
143 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the  
144

**Buyer** (KN) (\_\_\_\_\_) and **Seller** (K) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.



145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections.  
147 Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be  
148 immediately returned to **Buyer** and the Contract terminated.  
149 **(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

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

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

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

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

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

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

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

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

**Buyer** ( *KN* ) ( ) and **Seller** ( *J* ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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

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

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

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

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

232 **14. DEFAULT:**

233 (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  
234 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

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

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

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

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

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

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

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

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

266 **18. RISK OF LOSS:**

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

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

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

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

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

294 (a) **Seller's Broker:** Creatvie Real Estate and Projects LLC 2% of purchase price  
295 (Company Name) (Licensee)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_

300 (b) **Buyer's Broker:** Re/Max First Kolec N. Ndoja (kolec66@gmail.com)  
(Company Name) (Licensee)  
301 2803 E. Commercial Blvd., Ft. Lauderdale, FL 33308 (954) 368-8700 Ph (954) 368-8701 Fax  
(Address, Telephone, Fax, E-mail)

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

302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
304 Three (3) percent of agreed purchase price.

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

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

315  Arbitration  Seller Warranty  Existing Mortgage  
316  Section 1031 Exchange  Coastal Construction Control Line  Buyer's Attorney Approval  
317  Property Inspection and Repair  Flood Area Hazard Zone  Seller's Attorney Approval  
318  Seller Representations  Seller Financing  Other Exhibit "A"

319 **23. ADDITIONAL TERMS:**

320 1. Para. 2(b) is amended to provide that Buyer shall deposit \$499,000.00 "good  
321 faith" escrow deposit with closing agent following due diligence and acceptance of  
322 Property by Buyer. Said "good faith" deposit shall be non-refundable to Buyer for  
323 any reason excepting Seller default/inability to close.

324 2. Para(s). 2(d) and 5 are amended to provide that Seller financing shall be  
325 provided to Buyer pursuant to the provisions of Paragraph 1, First Addendum to  
326 Commercial Contract, attached hereto and made a part hereof.

327 3. Para. 4(a) is amended to provide that closing shall occur on a date that shall  
328 be sixty (60) days following the expiration of the Due Diligence Period and  
329 acceptance of the Property.

330 4. Should any municipal/County/State approvals and entitlements previously granted  
331 to Seller be reinstated, said approvals and entitlements shall be directly granted  
332 to the property, with consent of any and all issuing officials.

333 5. Notwithstanding the provisions of Paragraph 7(b), if written notice of  
334 acceptability of the Property is not delivered to the Seller on/or before the  
335 expiration of the Due Diligence Period, the Seller shall forthwith refund to the  
336 Buyer the deposit without deduction, this Contract shall automatically terminate,  
337 and all parties to this Contract shall thereafter be relieved of any obligation or  
338 liability hereunder.

339 6. The purchase price includes all plans, surveys, drawings, engineering plans,  
340 specifications, studies, soil, environmental and all other reports, and generally  
341 all documents (including any leases) and material whatsoever in the possession or  
342 under the control of the Seller relating to the subject lands and/or their proposed  
343 development or condition insofar as the same has progressed to date, all of which  
344 have been paid for in full by the Seller and all of which are free and clear of any  
345 and all lien(s) or other related charges or expense.

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer (KM) ( ) and Seller (R) ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

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

358 *Kolec N. Ndoja* Date: 6-3-19  
(Signature of Buyer)

359 Dome Equities, Inc., by Kolec N. Ndoja Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: President Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice 2803 East Commercial Blvd. Ft. Lauderdale FL 33308

365 Facsimile: (954) 368-8701 Email: kolec66@gmail.com

366 *[Signature]* Date: \_\_\_\_\_  
(Signature of Seller)

367 Atlantic 3350, LLC, by Atlantic Manager, LLC as Mgr. Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: of Atlantic 3350, LLC, by German Neuss, Manager Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 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

Buyer (RN) (\_\_\_\_) and Seller (N) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

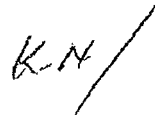
**FIRST ADDENDUM TO COMMERCIAL CONTRACT**

**THIS FIRST ADDENDUM TO COMMERCIAL CONTRACT** (this "Addendum") is made as of the \_\_\_\_ day of June, 2019, by and between **ATLANTIC 3350 LLC**, a Florida limited liability company ("**Seller**") and **DOME EQUITIES, INC.**, a Florida corporation and/or assigns ("**Buyer**"). In the event that this Amendment conflicts with, varies from, or modifies the terms and conditions of the Contract or any prior addendum(s) thereto, the terms and provisions hereof shall control and govern the rights and obligations of the parties hereto. The terms of this Addendum are as follows:

1. **Financing:** The Purchase Price, subject to the appropriate prorations and adjustments as set forth in the Contract, shall be payable as follows:
  - a. \$7,000,000 Fee payable at the time of Closing via wire transfer to Seller; and
  - b. Seller hereby agrees to hold a note secured by a first purchase money mortgage, executed by Buyer in the principal amount of \$11,500,000.00 ("Note"), payable as follows:
    - i. \$7,000,000.00 payable within twelve (12) months of the date of Closing; and
    - ii. Buyer shall pay \$4,500,000.00 within twenty-four (24) months from the date of Closing.

No monthly payments shall be made on the Note and the only required payments shall be principal paydowns which are due as set forth hereinabove. Seller's counsel shall prepare the loan documents, including the note (with no prepayment penalty), mortgage, assignment of rents and lease with no right of setoff, and all other documents as may be customary in the county where the Property is located, at Buyer's expense which shall not exceed \$750.00. Buyer shall obtain and maintain insurance policies containing a standard mortgagee clause covering all improvements located on the Property against fire and all perils, as is standard and customary in Broward County.

2. **Escrow Deposit:** Upon expiration of the Due Diligence Period and acceptance of the Property by Buyer, Buyer shall be deemed to be purchasing the Property with no further contingencies or rights of termination, except for a default by Seller, and the First and Second Deposit shall become non-refundable.
3. **Seller Cooperation:** The City of Pompano Beach has previously approved a project permitting the Seller to develop a mixed-use property with condominium, hotel and retail components. Buyer, at Buyer's sole cost and expense, shall apply to the City of Pompano Beach for appropriate entitlements and/or approvals (with no material alterations or modifications thereto, without Seller's approval which will not be unreasonably withheld) mirroring the entitlements and/or approvals previously granted to Seller. Seller shall cooperate with the execution and/or provision of any and all documents which may be required by and/or delivered to the City to effectuate the issuance of such entitlements and/or approvals to Buyer, and, if necessary, shall assign any and all such entitlements and/or approvals to Buyer at no additional cost to Buyer.





4. **Closing:** The Closing shall take place on a date which shall be 60 days after the expiration of the Due Diligence Period and acceptance of the Property by Buyer. Seller shall, upon closing, assign any and all entitlements and/or approvals and/or grants for the development of the Property to Buyer, unless the same shall be/shall have been directly issued or granted to Buyer.
5. **Broker:** Upon closing, Buyer shall pay Broker, RE/MAX First, a real estate commission in the amount of 3.0% of the Purchase Price. In addition, Buyer shall pay, upon closing, a consulting fee in the amount of 1.5% of the Purchase Price to a third party pursuant to a separate agreement between the Buyer and said third party. Kolec N. Ndoja discloses he is Principal Broker of said Broker.
6. **Counterparts:** This Addendum may be executed in any number of counterparts by the Parties, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same instrument.
7. **Entire Agreement:** The underlying Contract together with this Addendum constitutes the entire agreement between the Parties hereto with respect to the transaction contemplated hereby, and supersedes any prior agreements, understandings, negotiations and discussions, whether written or oral, between the Parties hereto with respect to the subject matter hereof. This Addendum may not be amended or modified in any way except by a written instrument executed by the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum as of the date first above written.

**SELLER:**

**ATLANTIC 3350 LLC**, a Florida limited liability company by Atlantic Manager, LLC, a Florida limited liability company, Manager

By: 

German Neuss, Manager

**BUYER:**

**DOME EQUITIES INC.**, a Florida corporation

By: 

Kolec N. Ndoja, President

CITY OF POMPANO BEACH  
BROWARD COUNTY  
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 12-12000003

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A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 157 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR ATLANTIC 3350 LLC.

WHEREAS, Section 157.05, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 157.32, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project which consists of the construction of a mixed use high rise hotel and residential structure. The proposal includes a parking garage as well as grade level retail, on the subject property known as 3350 E Atlantic Blvd; and

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

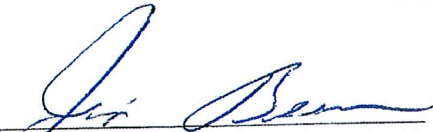
WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of October 24, 2012.

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions and bases therefore:


1. As per code section 155.140, a right-of-way dedication of 5' is required on SE 1 Street and on Hibiscus Avenue.
2. Successfully vacate FPL easements located in the center of the site.
3. Provide a roof / equipment plan. Any structures over 210' will be limited to screening devices at a maximum height of the equipment.
4. Provide a Unity of Title or similar document prior to building permit approval.
5. Provide complete photometric plans and light pole details as per code section 155.138 and 155.179.
6. Provide all applicable parking stall details, including a typical details of a parking stall at a structural column.
7. All signage requires AAC approval prior to building permit.

**Be advised that pursuant to Section 157.45 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.**

Heard before the Planning and Zoning Board/Local Planning Agency and ordered this 24th day of October, 2012.

  
\_\_\_\_\_  
JIM BEESON  
Chairman  
Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 7 day of November, 2012.

  
\_\_\_\_\_  
DANIEL KEESTER  
Zoning Technician

ATTACHMENT 3  
CONCEPTUAL SITE PLAN APPROVED IN 2012

Attachment 3: 2012 Conceptual Site Plan

PROPOSED SITE PLAN SCALE: 1"=20'-0"

SP-1

OF 10 SHEETS

DRAWN BY: [illegible]

CHECKED BY: [illegible]

DATE: [illegible]

PROPOSED ELECTRICAL SYSTEMS TO BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 FLORIDA ELECTRICAL CODE (FEC).

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC) AND THE 2008 FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).

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**CONCEPTUAL SITE PLAN**

Project Name: ATLANTIC 3350  
 3350 E ATLANTIC BLVD  
 POMPANO BEACH, FLORIDA

PROPOSED PROJECT AS PRESENTED:

CONCEPTUAL ONLY TO SHOW INTENT

CONSTRUCTION TYPE: TYPE I

FLOOD ZONE: X1  
 FLOOD ELEVATION: 10.5 FT. (10.5 ACFD)  
 FLOOD HAZARD: 10.5 FT. (10.5 ACFD)

LOT AREA: 183,000 SQ. FT. (4.19 ACRES)  
 LOT DIMENSIONS: 3350 FT. x 546 FT.  
 BUILDING FOOTPRINT: 3350 FT. x 546 FT.  
 GROUND COVER: 100%  
 CONCEPTUAL LAND USE: RESIDENTIAL  
 NUMBER OF STORIES: 10  
 BUILDING HEIGHT: 100 FT.  
 BUILDING FOOTPRINT: 3350 FT. x 546 FT.  
 TOTAL BUILDING VOLUME: 33,500,000 CU. FT.  
 BUILDING AREA: 183,000 SQ. FT. (4.19 ACRES)  
 COVERED AREA: 183,000 SQ. FT. (4.19 ACRES)  
 LANDSCAPE AREA: 183,000 SQ. FT. (4.19 ACRES)  
 LOT COVERAGES: 100%  
 TOTAL AREA: 183,000 SQ. FT. (4.19 ACRES)  
 UNIMPROVED AREA: 183,000 SQ. FT. (4.19 ACRES)  
 IMPROVED AREA: 183,000 SQ. FT. (4.19 ACRES)  
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**CONCEPTUAL SITE PLAN**

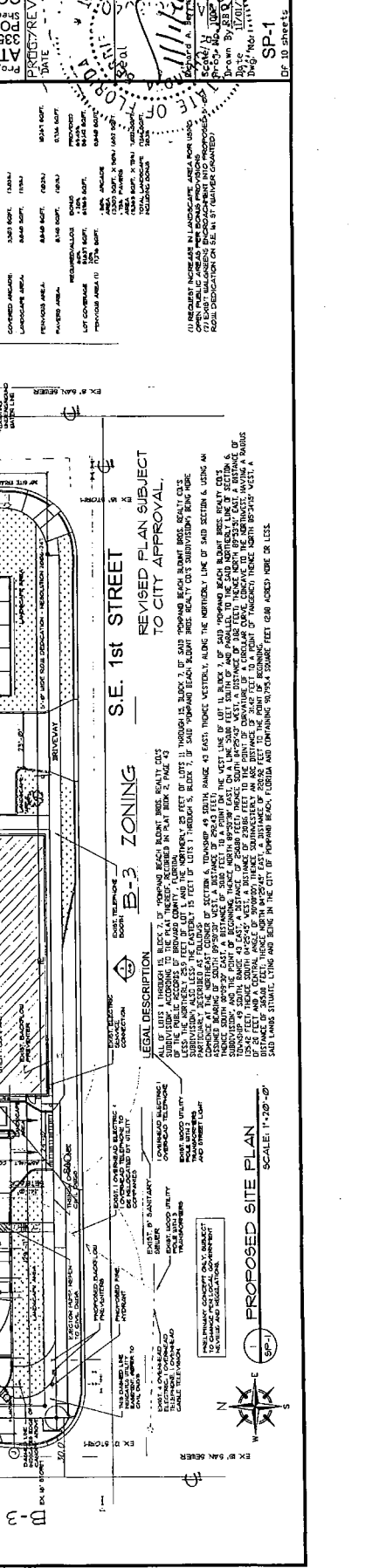
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ATTENTION: ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 FLORIDA ELECTRICAL CODE (FEC).

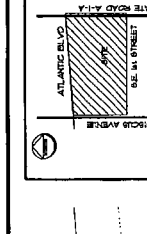
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**BERRIE & ASSOCIATES, P.A.**

1644 N. MOB HILL RD., SUITE 200  
 POMPANO BEACH, FLORIDA 33062  
 PHONE (954) 772-6691  
 FAX (954) 625-7555  
 E-MAIL: BERRIE@BERRIE-PA.COM



INTENT: PER 157.018

OWNER IS REQUESTING TO REZONE RESIDENTIAL UNITS TO BE INCORPORATED INTO THE PROPOSED ATLANTIC 3350 THREE STORY HOTEL WITH RESTAURANT, LOBBY AND CONFERENCE FACILITY LOCATED AT THE EAST END OF THE ATLANTIC CORNER TRIPPLICITY.

THESE DOCUMENTS ARE BEING PRESENTED AS A PRELIMINARY CONCEPT ONLY TO SHOW INTENT TO DEVELOP THE PROPOSED PROJECT. THE PROJECT IS SUBJECT TO ANY CHANGES THAT MAY OCCUR AS A RESULT OF ANY REVIEW OF THE PROJECT BY THE CITY OF POMPANO BEACH OR ANY OTHER AGENCIES. THE CITY OF POMPANO BEACH HAS THE FINAL SAY ON ALL MATTERS CONCERNING ZONING, PERMITS AND CONFORMANCE WITH THE ATLANTIC CORNER TRIPPLICITY.

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PROPOSED:

TYPE I CONSTRUCTION OF NEW ZONING CODES FOR ADA

SINGLE TOWER WITH 100 HOTEL UNITS

TWO TO THREE LEVELS OF PARKING

GRADE LEVEL, RESTAURANT AND RESTAURANT USE ALONG WITH RESTAURANT AND CONFERENCE FACILITY

RELOCATION OF EXISTING WALGREENS TO SOUTH EAST CORNER

PREVIOUS PROJECT AS PRESENTED:

CONCEPTUAL ONLY TO SHOW INTENT

CONSTRUCTION TYPE: TYPE I

FLOOD ZONE: X1  
 FLOOD ELEVATION: 10.5 FT. (10.5 ACFD)  
 FLOOD HAZARD: 10.5 FT. (10.5 ACFD)

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 UNIMPROVED AREA: 183,000 SQ. FT. (4.19 ACRES)  
 IMPROVED AREA: 183,000 SQ. FT. (4.19 ACRES)

PROPOSED ELECTRICAL SYSTEMS TO BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 NATIONAL ELECTRICAL CODE (NEC) AND THE 2008 FLORIDA ELECTRICAL CODE (FEC).

ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC) AND THE 2008 FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).

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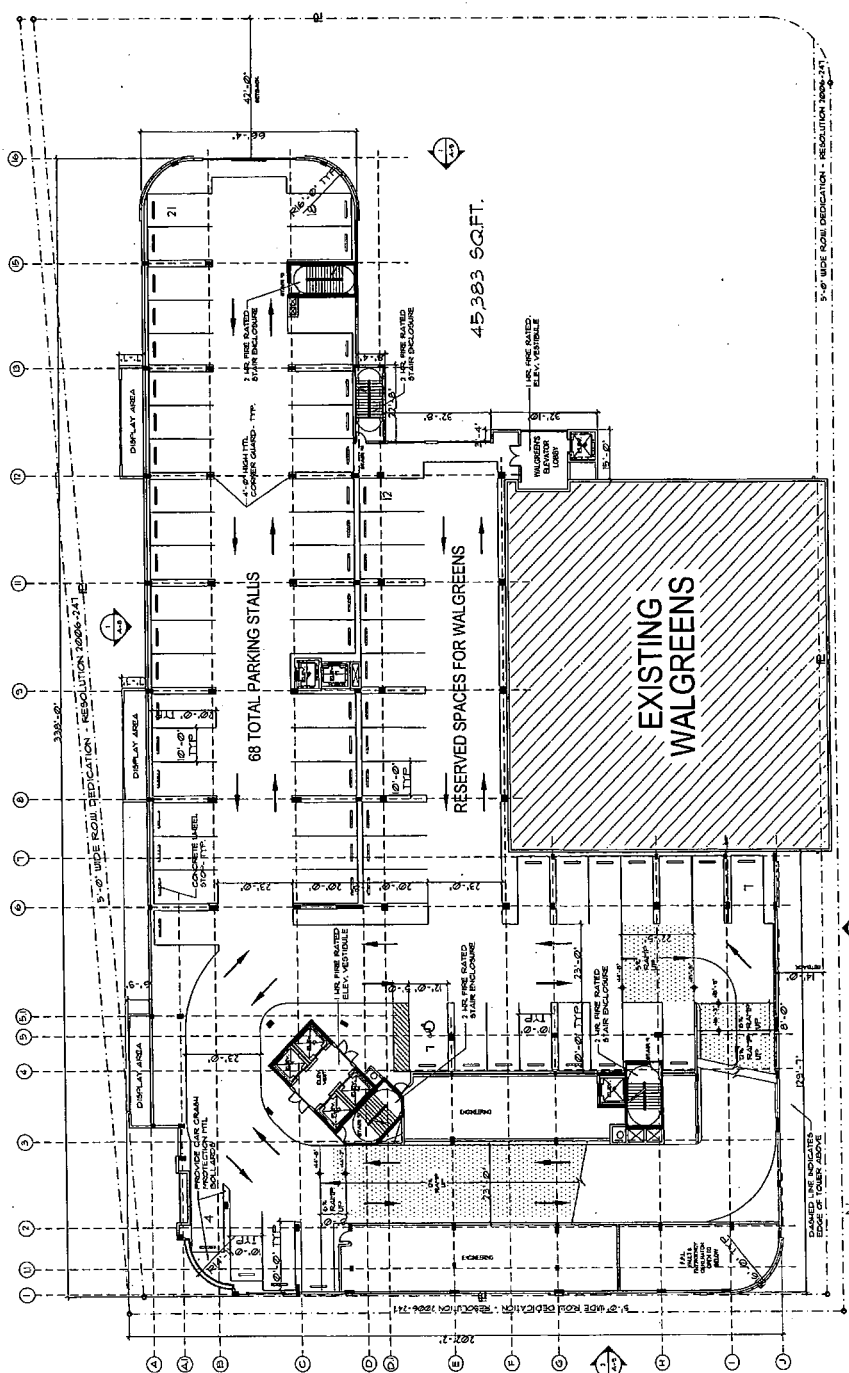
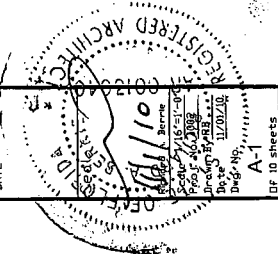
ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC) AND THE 2008 FLORIDA MECHANICAL AND PLUMBING CODE (FPMC).

BERRIE & DESIGN, INC.  
 ARCHITECTS  
 1844 N. 908 HILL RD., #220  
 PLANTATION, FLORIDA 33322  
 PHONE (954) 472-8868  
 FAX (954) 625-7255  
 E-MAIL BERRIE@BERRIEARCH.COM  
 F.L.C. #A0002741

**BERRIE**  
 & Design, Inc.  
 ARCHITECTS

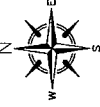
PRELIMINARY CONCEPT  
 DRAWING FOR PERMITS  
 AND ZONING REVIEW  
 DATE: 10/12/2010

PROJECT NAME: ATLANTIC 3350  
 3350 E. ATLANTIC BLVD  
 OPAANO BEACH, FLORIDA  
 SHEET TITLE: 2ND LEVEL GARAGE



45,383 SQ.FT.

PROPOSED SECOND LEVEL GARAGE PLAN  
 SCALE: 1/8"=1'-0"



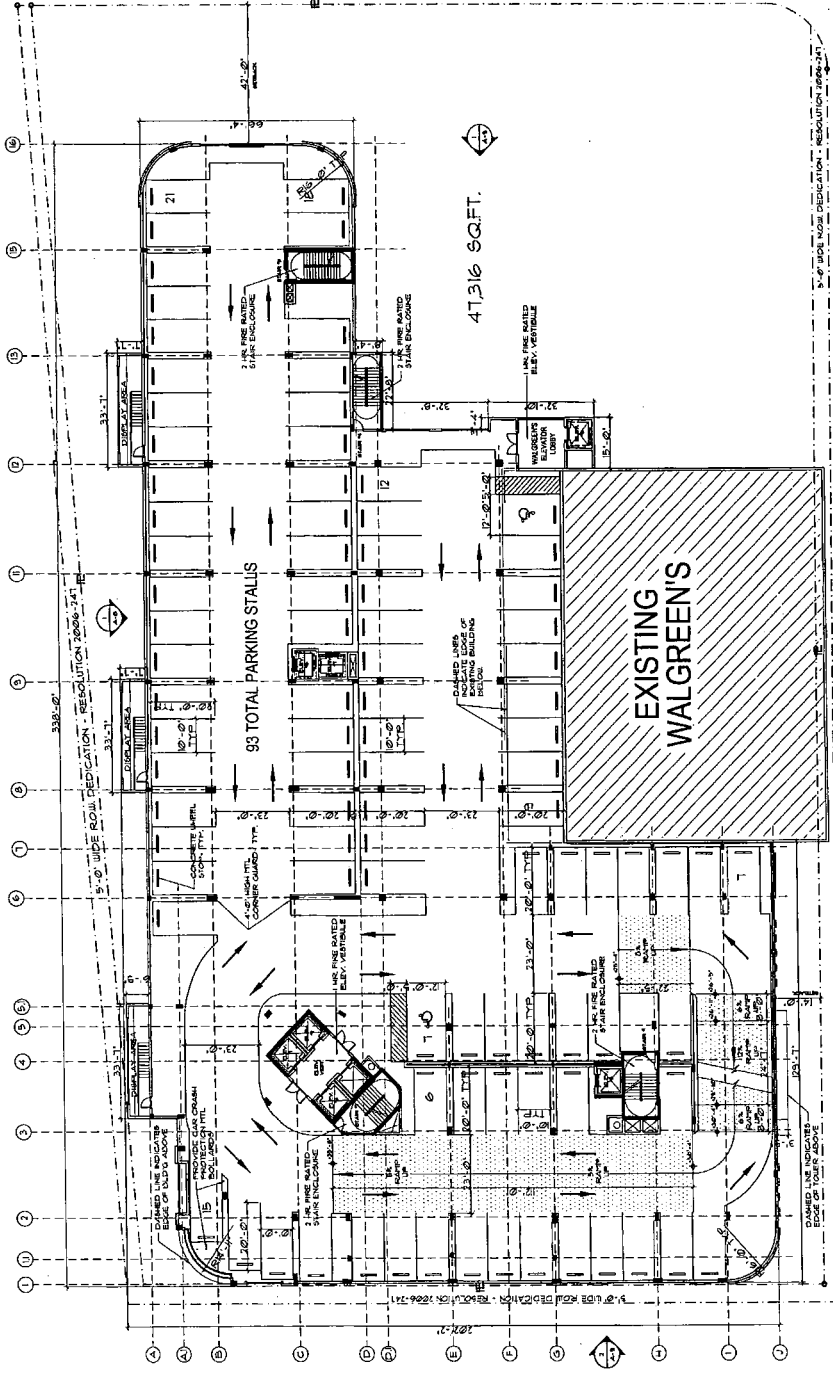
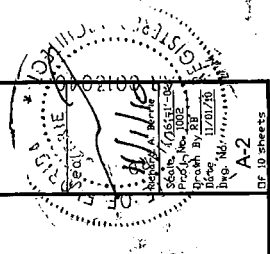


1844 N. NORT WILK. RD. #420  
 PLANTATION, FLORIDA 33322  
 PHONE (954) 473-6641  
 FAX (954) 652-1555  
 E-MAIL: [berrie@berriedesign.com](mailto:berrie@berriedesign.com)  
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 OR DELAYS. REVISED  
 DATE: 11/20/08

Project Name  
**ATLANTIC 3350**  
 3350 E. ATLANTIC BLVD  
 POMANO BEACH, FLORIDA  
 Sheet Title  
**3RD LEVEL GARAGE**  
 DATE  
 PROJ./REV.



PROPOSED THIRD LEVEL GARAGE PLAN  
 SCALE: 1/16" = 1'-0"  
 A-2

1544 N. NOB HILL RD., #420  
 PLANTATION, FLORIDA 33322  
 Phone (954) 472-6481  
 Fax (954) 525-7555  
 E-Mail: [berrie@berrie.com](mailto:berrie@berrie.com)  
 F.LIC. #A0002741

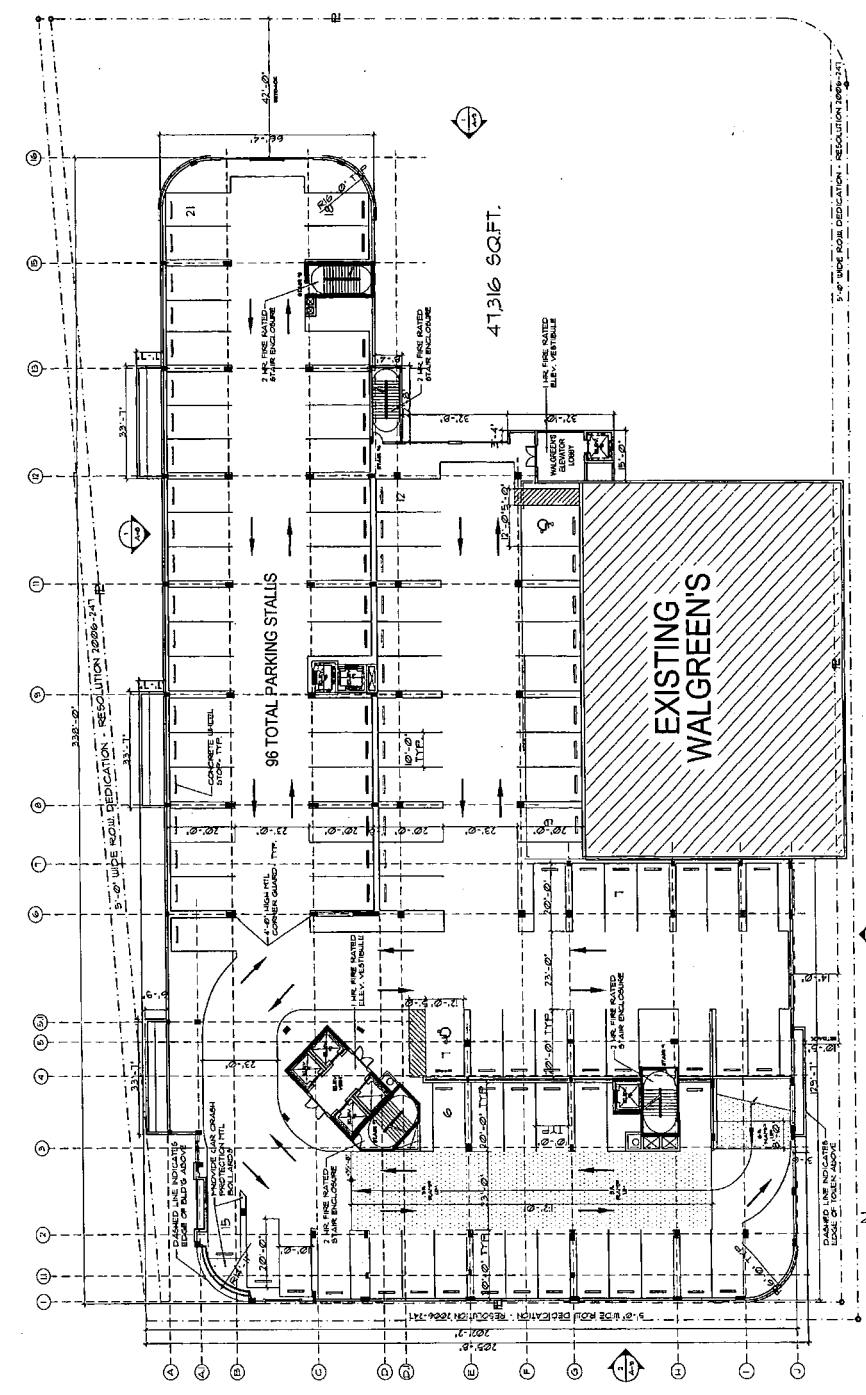
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Project Name  
 ATLANTIC 3350  
 3350 E ATLANTIC BLVD  
 POMPAHO BEACH, FLORIDA  
 Sheet Title  
 4TH LEVEL GARAGE

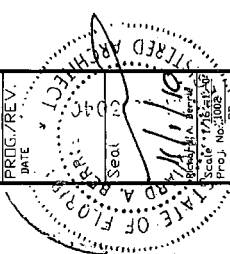
PROG./REV.  
 DATE  
 SEAL  
 DATE  
 PROJECT NO.  
 DATE  
 DRAWING NO.  
 A-3

DATE OF FLOOR PLAN  
 11/07/08



47,316 SQ.FT.

PROPOSED FOURTH LEVEL GARAGE PLAN  
 SCALE: 1/16" = 1'-0"



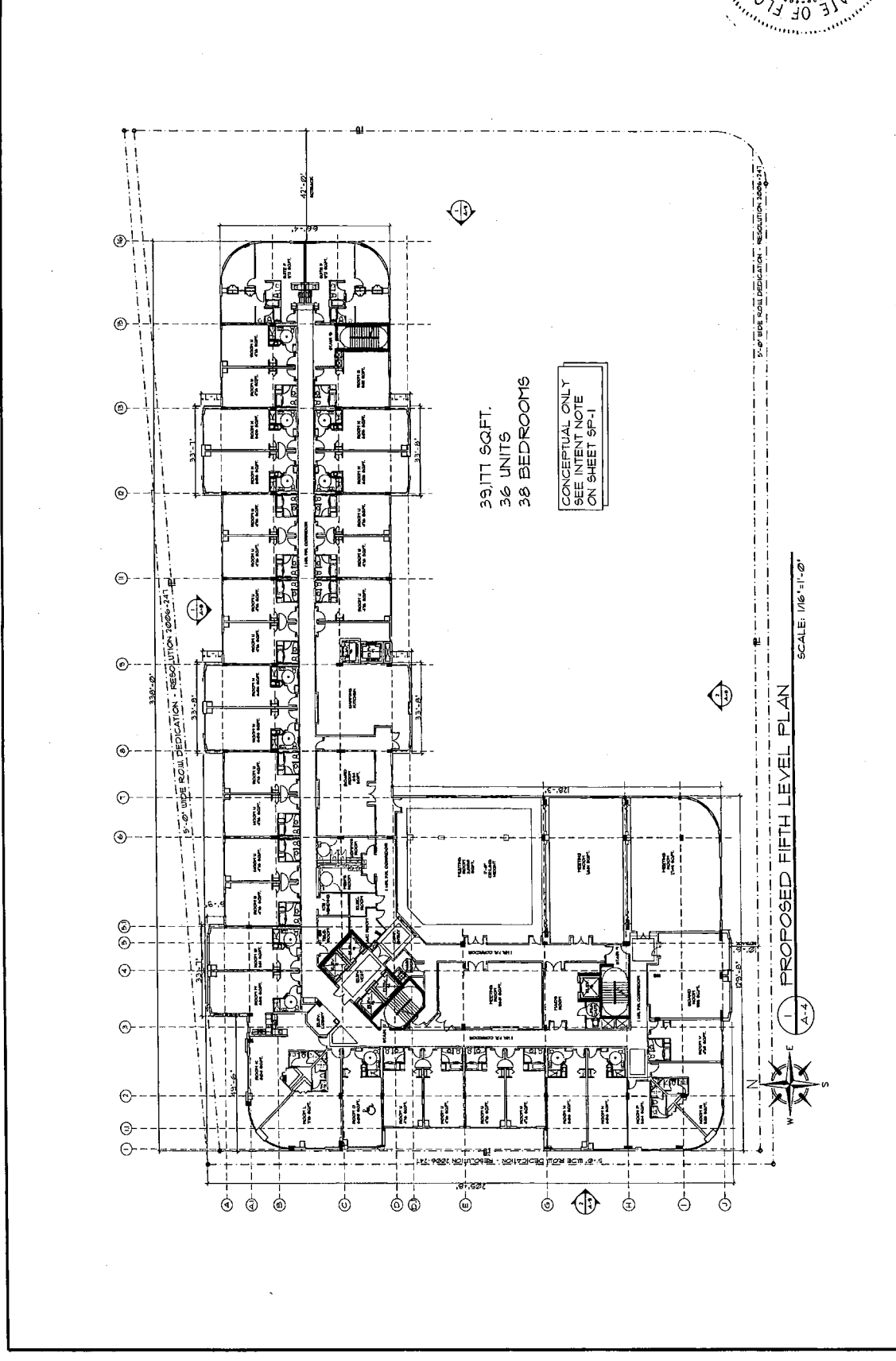
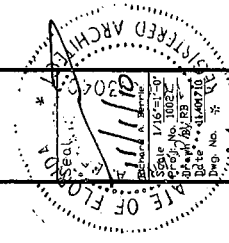
DATE OF FLOOR PLAN  
 11/07/08

BERRIE Architecture & Design, Inc.  
 1544 N. 103rd St., Suite 200  
 Pompano Beach, FL 33062  
 (954) 961-7581  
 Fax: (954) 623-7583  
 www.berrie.com

**BERRIE**  
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DATE PROJECT / REV. DATE  
 PROJECT NAME  
 SHEET TITLE  
 POMPANO BEACH, FLORIDA

ATLANTIC 3350  
 ATLANTIC 3350  
 ATLANTIC 3350  
 ATLANTIC 3350



39,111 SQFT.  
 36 UNITS  
 38 BEDROOMS

CONCEPTUAL ONLY  
 SEE INTENT NOTE  
 ON SHEET SP-1

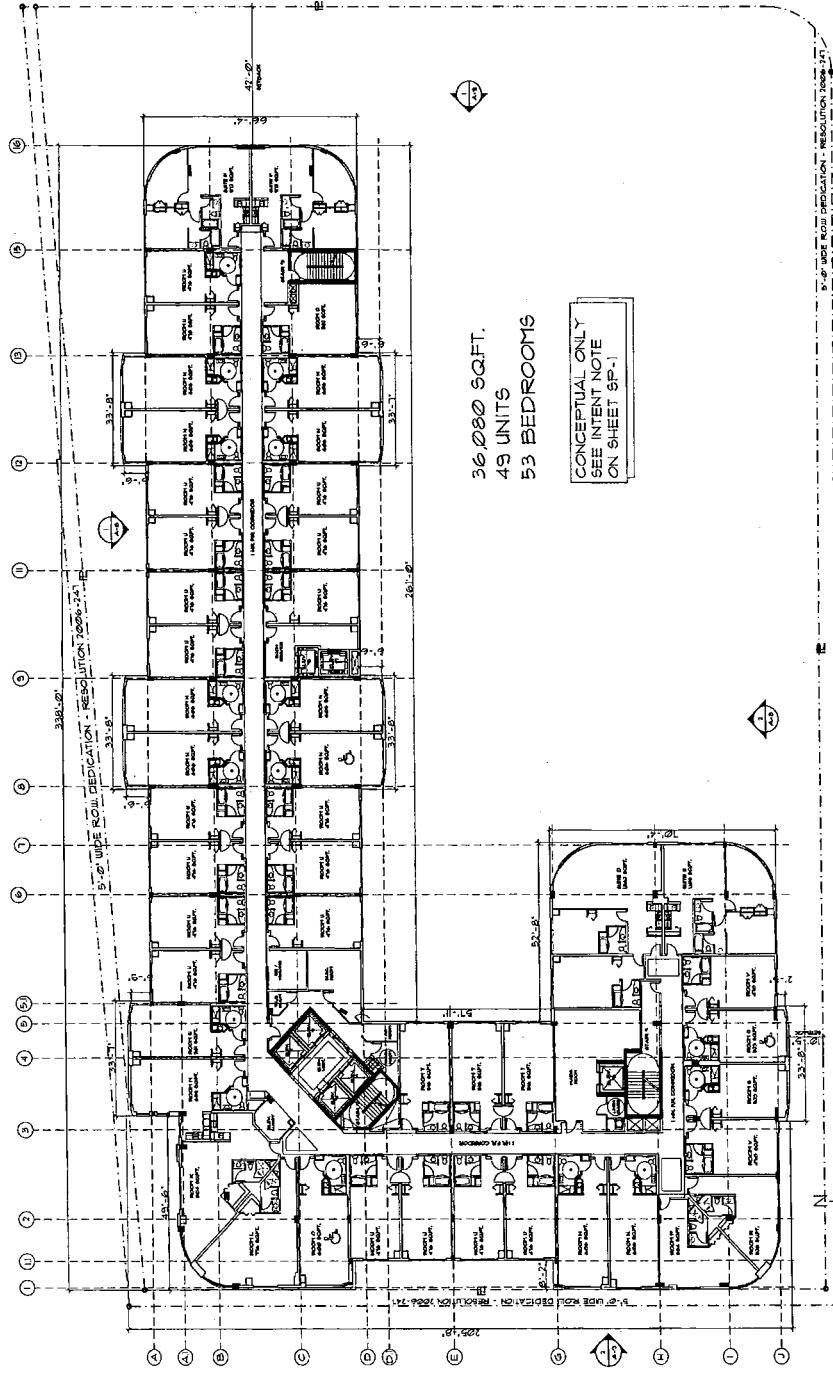
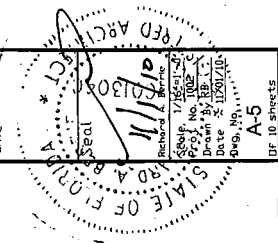
PROPOSED FIFTH LEVEL PLAN

SCALE: 1/16" = 1'-0"

PRELIMINARY CONCEPT  
 DRAWING FOR PERMITS  
 CHANGES PER OWNER'S  
 COMMENTS ARE NOT TO BE  
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 & Design, Inc.  
 1044 N. 90th Hill Rd., #200  
 Plantation, Florida 33322  
 Phone (954) 472-8461  
 FAX (954) 653-1553  
 E-MAIL: kberrie@berriedesign.com  
 P. LIC. #AM0022741

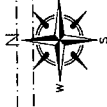
PROJECT NAME  
 ATLANTIC 3350  
 3350 E. ATLANTIC BLVD  
 TOPKANO BEACH, FLORIDA  
 SHEET TITLE  
 6TH - 8TH LEVELS  
 DATE  
 PROJECT/REV.



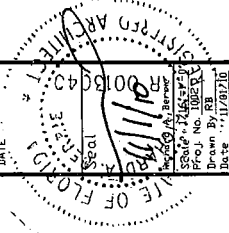
36,080 SQ.FT.  
 49 UNITS  
 53 BEDROOMS

CONCEPTUAL ONLY  
 SEE INTENT NOTE  
 ON SHEET 6P-1

PROPOSED TYPICAL UNIT PLAN - FLOORS 6, 7, 8  
 SCALE: 1/16"=1'-0"



A-5  
 OF 10 SHEETS



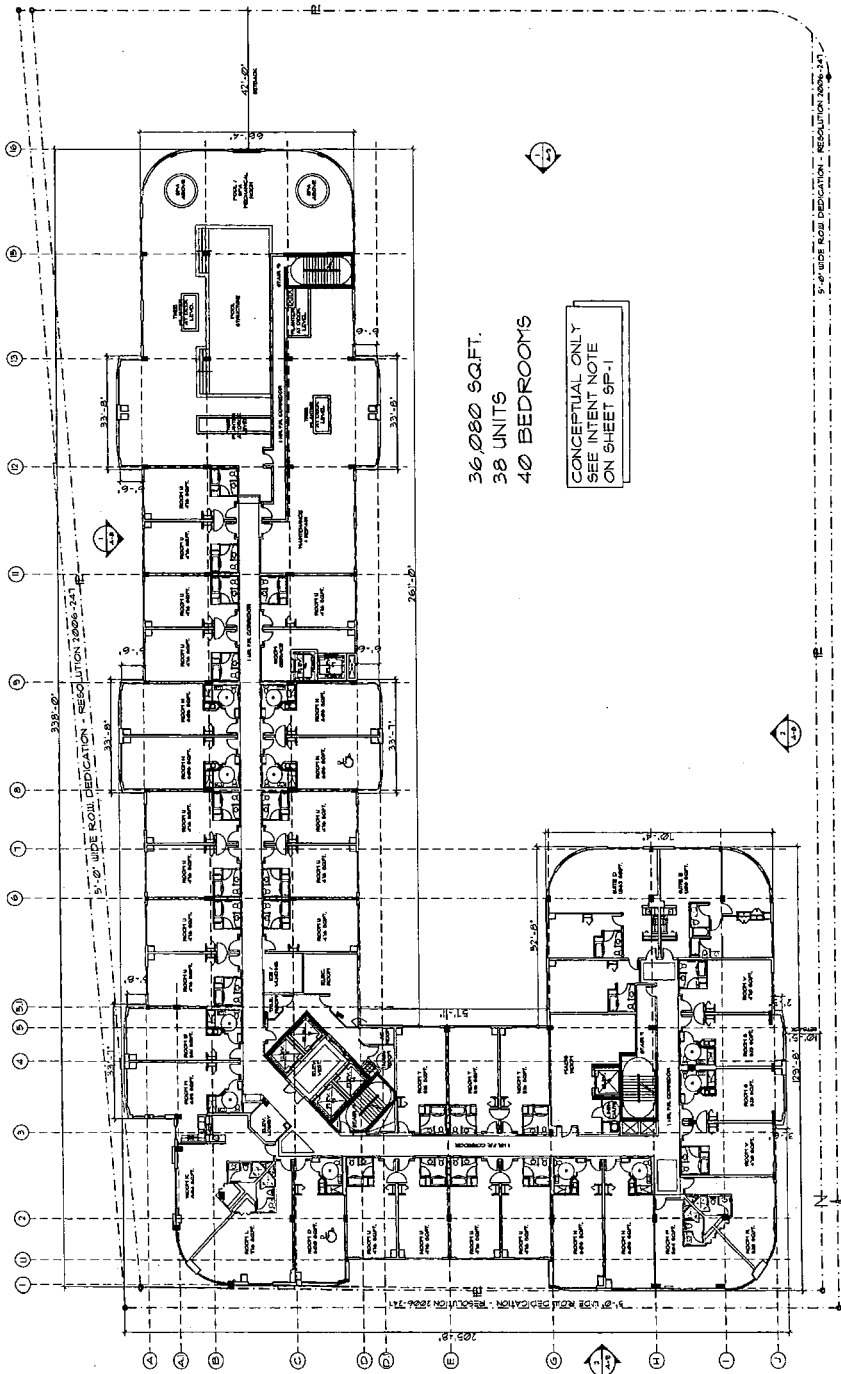
Project Name  
**ATLANTIC 3350**  
 3350 E. ATLANTIC BLVD  
 POMPAHO BEACH, FLORIDA  
 Sheet Title  
**9TH LEVEL**

DATE  
 10/28/18  
 PROJECT/REV. DATE

Proj. No. 18050  
 Date: 11/07/18  
 Drawn By: JAB  
 Dwg. No. A-6  
 OF 10 SHEETS

1844 N. 903 HILL RD., #200  
 PLANTATION, FLORIDA 33322  
 Phone (954) 472-6681  
 Fax (954) 525-1555  
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36,000 SQ.FT.  
 38 UNITS  
 40 BEDROOMS

CONCEPTUAL ONLY  
 SEE INTENT NOTE  
 ON SHEET 9P-1

**PROPOSED NINTH LEVEL FLOOR PLAN**  
 SCALE: 1/16"=1'-0"



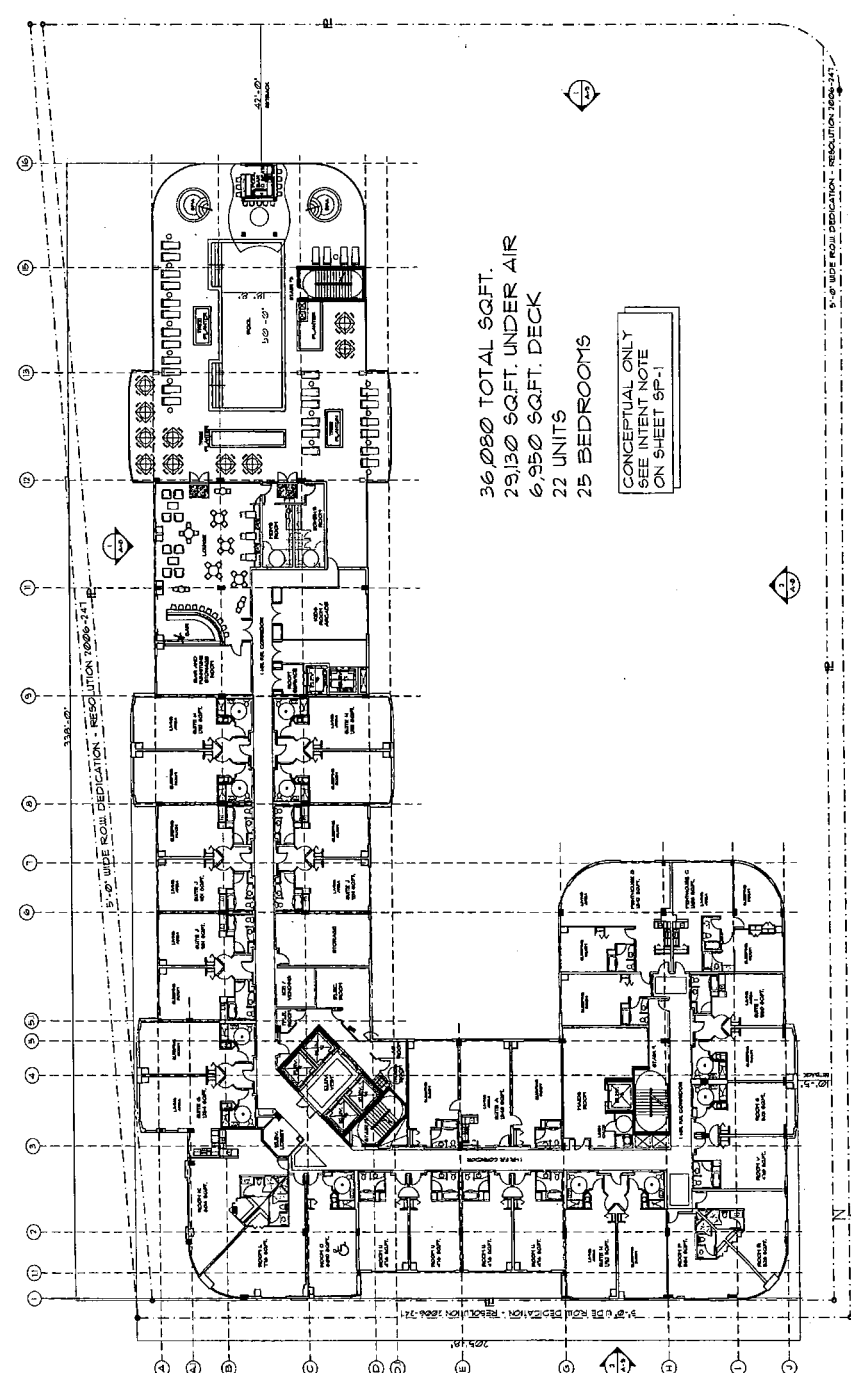
1644 N. WOOD HILL RD., #202  
 PLANTATION, FLORIDA 33322  
 PHONE (954) 472-6661  
 FAX (954) 602-7555  
 WWW.BERRIEARCHITECTURE.COM  
 FL LIC #A00022741

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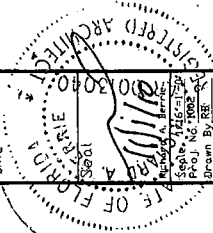
PRELIMINARY CONCEPT  
 DRAWING. THIS DRAWING  
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 FINISHES ARE SUBJECT TO  
 CHANGE WITHOUT NOTICE.

Project Name  
**ATLANTIC 3350**  
 3350 E. ATLANTIC BLVD  
 MIAMI BEACH, FLORIDA  
 DATE: 10/20/10  
 PROJECT NO.: 1008  
 SHEET NO.: 1008-10

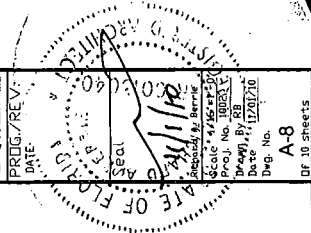
DATE: 10/20/10  
 PROJECT NO.: 1008  
 SHEET NO.: 1008-10  
 DRAWN BY: JTB  
 CHECKED BY: JTB  
 PROJECT NO.: 1008-10  
 DATE: 10/20/10  
 PROJECT NO.: 1008-10  
 SHEET NO.: 1008-10  
 OF 10 SHEETS  
 A-7



PROPOSED TENTH LEVEL FLOOR PLAN  
 SCALE: 1/8" = 1'-0"







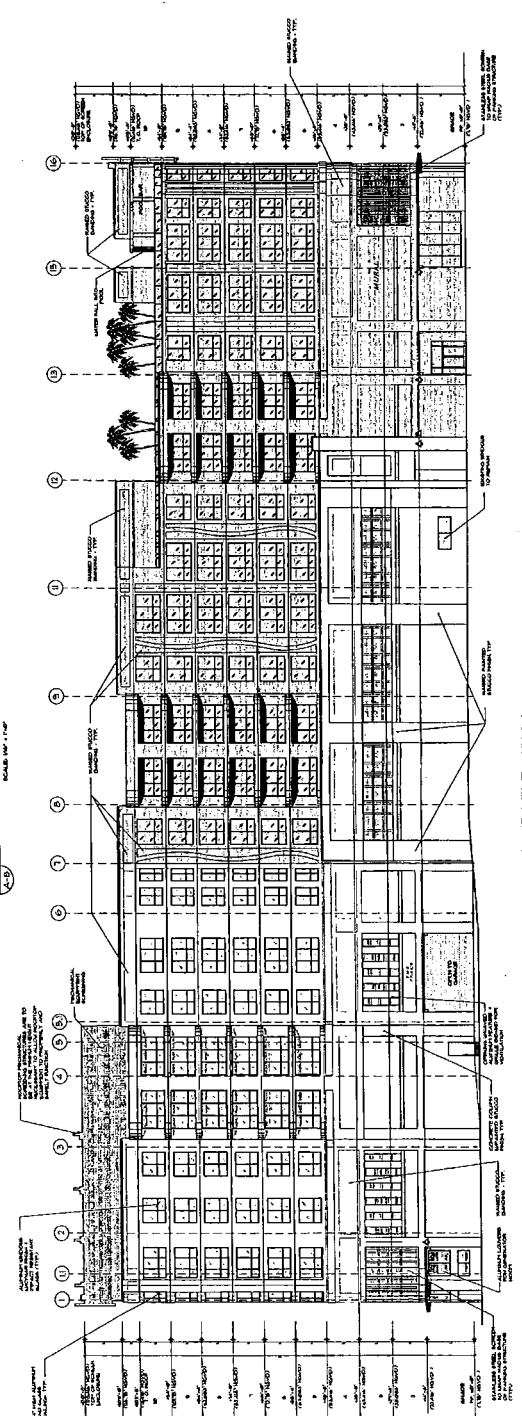
PROJECT NAME  
ATLANTIC 3350  
3350 E. ATLANTIC BLVD  
POMPANO BEACH, FLORIDA

PROJ. / REV. V.  
DATE

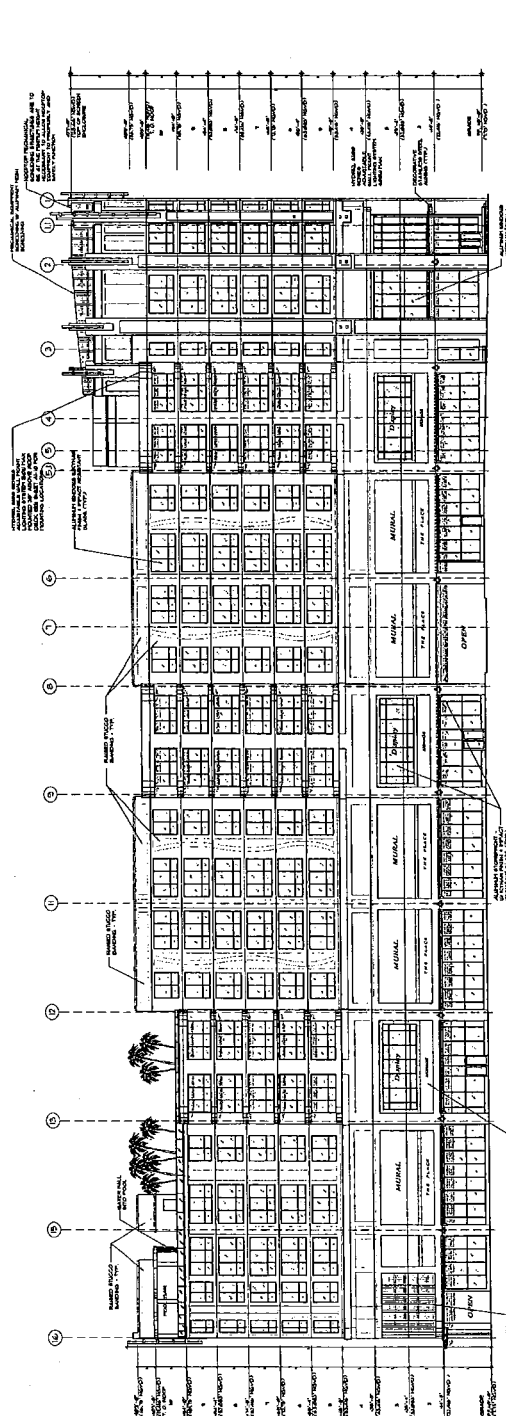
**BERRIE**  
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1844 N. HOBBS RD., #420  
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E-MAIL: [barry@berrie.com](mailto:barry@berrie.com)  
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1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



PROJECT NO. 001304  
 DATE 11/11/10  
 SCALE 1/8" = 1'-0"  
 DRAWING NO. 1008  
 DRAWN BY RB  
 DATE 11/10/10  
 DESIGNED BY RB  
 CHECKED BY RB  
 PROJECT NO. 001304  
 DATE 11/11/10

PROJECT NAME  
 ATLANTIC 3350  
 3350 E ATLANTIC BLVD  
 POMPANNO BEACH, FLORIDA  
 SHEET TITLE  
 ELEVATIONS

**BERRIE**  
 & Design, Inc.  
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