



CITY OF  
**Hollywood**  
DEVELOPMENT SERVICES  
PLANNING DIVISION

# GENERAL APPLICATION

APPLICATION DATE: 7-1-24

2600 Hollywood Blvd

Room 315

Hollywood, FL 33022

Tel: (954) 921-3471

Email: Development@Hollywoodfl.org

### SUBMISSION REQUIREMENTS:

- One set of signed & sealed plans (i.e. Architect or Engineer)
- One electronic **combined** PDF submission (max. 25mb)
- Completed Application Checklist
- Application fee

### NOTE:

- This application must be **completed in full** and submitted with all documents to be placed on a Board or Committee's agenda.
- The applicant is responsible for obtaining the appropriate checklist for each type of application.
- Applicant(s) or their authorized legal agent **must** be present at all Board or Committee meetings.

[CLICK HERE FOR FORMS, CHECKLISTS, & MEETING DATES](#)

### APPLICATION TYPE (CHECK ALL THAT APPLIES):

- Technical Advisory Committee       Art in Public Places Committee       Variance  
 Planning and Development Board       Historic Preservation Board       Special Exception  
 City Commission       Administrative Approval

### PROPERTY INFORMATION

Location Address: 2609 N 26th AVENUE, Hollywood FL 33020

Lot(s): \_\_\_\_\_ Block(s): \_\_\_\_\_ Subdivision: \_\_\_\_\_

Folio Number(s): 5142 04 12 0590 AND 5142 04 12 0594

Zoning Classification: Oakwood Plaza PD Land Use Classification: OAKWOOD ACTIVITY CENTER

Existing Property Use: VACANT Sq Ft/Number of Units: 282 UNITS

Is the request the result of a violation notice?  Yes  No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): 20-L-32, 23-Z-57 AND 24-DP-31b

### DEVELOPMENT PROPOSAL

Explanation of Request: PROPOSED MULITIFAMILY PROJECT WITH 283 ROOMS

Phased Project: Yes  No  Number of Phases:

Project	Proposal
Units/rooms (# of units)	# UNITS: <input type="text" value="282"/> #Rooms <input type="text"/>
Proposed Non-Residential Uses	<input type="text" value="N/A"/> S.F.)
Open Space (% and SQ.FT.)	Required %: <input type="text" value="10%"/> (Area: <input type="text"/> S.F.)
Parking (# of spaces)	PARK. SPACES: (# <input type="text" value="334"/> )
Height (# of stories)	(# STORIES) <input type="text" value="6"/> ( <input type="text" value="92"/> FT.)
Gross Floor Area (SQ. FT)	Lot(s) Gross Area ( <input type="text" value="SITE AREA: 105,415"/> FT.)

Name of Current Property Owner: Oakwood Plaza LP & Oakwood Business Center L P

Address of Property Owner: 1 Oakwood Blvd., Ste 70, Hollywood, FL 33023

Telephone: (954) 598-1450 Email Address: breyolds@kimcorealty.com

Applicant Greg Willfong, Kimley-Horn Consultant  Representative  Tenant

Address: 445 24th St., Ste 200, Vero Beach, FL 32960 Telephone: 772-794-4119

Email Address: greg.willfong@kimley-horn.com

Email Address #2: \_\_\_\_\_

Date of Purchase: 1993 Is there an option to purchase the Property? Yes  No

If Yes, Attach Copy of the Contract.

Noticing Agent (FTAC & Board submissions only) : \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS**

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

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

Signature of Current Owner: *Brandon Reynolds* Date: 6/25/2024

PRINT NAME: Brandon Reynolds, Authorized Agent Date: 6/25/2024

Signature of Consultant/Representative: *[Signature]* Date: 6/25/24

PRINT NAME: Greg Wilfong Date: 6/25/24

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Date: \_\_\_\_\_

**Current Owner Power of Attorney**

I am the current owner of the described real property and that I am aware of the nature and effect the request for this retail shopping center Oakwood Plaza to my property, which is hereby made by me or I am hereby authorizing Kimley-Horn and Greenspoon Marder to be my legal representative before the TAC and PBD (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me this 25 day of June, 2024

*[Signature]*

Notary Public  
 State of Florida



*Brandon Reynolds*

Signature of Current Owner

Brandon Reynolds, Authorized Agent

Print Name

My Commission Expires 10-4-2027 (Check One)  Personally known to me; OR  Produced Identification \_\_\_\_\_

## Ownership and Encumbrance Report

**First American Issuing Office:**

First American Title Insurance Company National  
Commercial Services  
666 Third Avenue, 5th Floor  
New York, NY 10017

**File No.:** 3020-1209874

**Prepared For:**

Kimco Realty®  
6060 Piedmont Row Dr S Ste 200  
Charlotte, NC 28287-3888

**Update and Revision: 05/31/2024**

Brought Effective Date forward; deleted Items 161, 162 and 163; added Items 183, 184, 185, 186, 187, 188 and 189.

**Legal Description:**

PARCEL 1:

(LUPA EAST PARCEL)

A PARCEL OF LAND BEING A PORTION OF TRACT "C", OAKWOOD HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT [BOOK 120, PAGE 45](#), OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND A PORTION OF VACATED N. 26th. /AVENUE AS RECORDED IN OFFICIAL RECORDS [BOOK 20603, PAGE 366](#) OF SAID PUBLIC RECORDS. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE N.04°07'58"W., ALONG THE EAST LINE OF SAID TRACT "C", A DISTANCE OF 36.83 FEET; THENCE N.07°50'52"E., ALONG SAID EAST LINE, A DISTANCE OF 113.75 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE S.85°15'20"W., A DISTANCE OF 221.11 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT "C"; THENCE N.03°59'43"W., A DISTANCE OF 50.00 FEET; THENCE N.11°34'01"E., A DISTANCE OF 92.24 FEET, (THE PREVIOUS TWO COURSE BEING COINCIDENT WITH THE WEST LINE OF SAID TRACT "C"); THENCE N.78°25'59"W., A DISTANCE OF 80.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE C-10 CANAL; THENCE N.11°34'01"E., ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 269.78 FEET; THENCE S.78°25'59"E., A DISTANCE OF 300.01 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "C"; THENCE S.11°34'01"W., A DISTANCE OF 261.59 FEET; THENCE S.07°50'52"W., A DISTANCE OF 86.67 FEET, (THE PREVIOUS TWO COURSES BEING COINCIDENT WITH THE SAID EAST LINE OF TRACT "C") TO THE POINT OF BEGINNING.

PARCEL 2:

(LUPA SOUTH PARCEL)

A PARCEL OF LAND BEING A PORTION OF TRACT "E", OAKWOOD HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT [BOOK 120, PAGE 45](#), OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "E", SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE C-10 CANAL; THENCE S.88°27'20"W., ALONG THE SOUTH LINE OF SAID TRACT "E", A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.88°27'20"W., ALONG SAID SOUTH LINE, A DISTANCE OF 449.41 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "E", SAID POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAYLINE OF INTERSTATE I-95; THENCE N.06°21'05"E., ALONG THE WEST LINE OF SAID TRACT "E" AND THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE I-95, A DISTANCE OF 1993.10 FEET TO THE NORTHWEST CORNER OF SAID TRACT "E", SAID POINT ALSO BEING A POINT OF THE SOUTH RIGHT-OF-WAY LINE OF THE C-10 SPUR CANAL; THENCE N.88°32'24"E., ALONG THE NORTH LINE OF SAID TRACT "E", AND THE SOUTH

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RIGHT-OF-WAY LINE OF THE SAID C-10 SPUR CANAL, A DISTANCE OF 960.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT "E", SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE SAID C-10 CANAL; THENCE S.11°34'01"W., ALONG SAID EAST LINE OF SAID TRACT "E" AND THE WEST RIGHT-OF-WAY LINE OF THE SAID C-10 CANAL, A DISTANCE OF 1759.90 FEET; THENCE S.88°27'11"W., A DISTANCE OF 322.78 FEET; THENCE S.01°32'49"E., A DISTANCE OF 76.25 FEET; THENCE S.88°27'11"W., A DISTANCE OF 62.50 FEET; THENCE S.01°32'49"E., A DISTANCE OF 182.50 FEET TO THE TO THE POINT OF BEGINNING.

PARCEL 3:

(LUPA NORTH PARCEL)

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; SAID PARCEL CONTAINING ALL OF OR PORTIONS OF THE FOLLOWING DESCRIBED PLATS: ALL OF LOT 1-B, HOLLYWOOD COMMERCIAL CENTER, RECORDED IN PLAT [BOOK 117, PAGE 36](#); ALL OF TRACT "A", "JOHN L.A. BOND PLAT", RECORDED IN PLAT [BOOK 111, PAGE 38](#); A PORTION OF PARCEL "A", "THE AQUA PARK", RECORDED IN PLAT [BOOK 109, PAGE 8](#); A PORTION OF PARCEL "A", COLONIAL SQUARE, RECORDED IN PLAT [BOOK 114, PAGE 32](#), ALL OF THE ABOVE DESCRIBED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SAID SECTION 4; THENCE N.87°34'11"E., ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE-QUARTER (N.E.1/4), A DISTANCE OF 334.94 FEET, TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF PARCEL "A", OF SAID COLONIAL SQUARE; THENCE S.01°48'26"E., ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 53.00 FEET, TO THE NORTHWEST CORNER OF PARCEL "A", OF SAID COLONIAL SQUARE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.01°48'26"E., A DISTANCE OF 677.36 FEET, TO A POINT ON A LINE 677.32 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF PARCEL "A", OF SAID COLONIAL SQUARE; THENCE N.87°34'11"E., ALONG SAID PARALLEL LINE A DISTANCE OF 334.84 FEET, TO A POINT ON THE EAST LINE OF PARCEL "A", OF SAID COLONIAL SQUARE; THENCE S.01°48'00"E., ALONG SAID EAST LINE AND THE EAST LINE OF TRACT "A", OF SAID "JOHN L.A. BOND PLAT", A DISTANCE OF 770.97 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE C-10 CANAL; THENCE N.59°53'00"W., A DISTANCE OF 24.81 FEET; THENCE S.30°07'00"W., A DISTANCE OF 75.00 FEET; THENCE S.59°46'55"E., A DISTANCE OF 50.00 FEET; THENCE S.30°07'00"W., A DISTANCE OF 1267.83 FEET (THE PREVIOUS 4 COURSES BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF THE C-10 CANAL), TO THE SOUTHEAST CORNER OF PARCEL "A", OF SAID "THE AQUA PARK", SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE C-10 SPUR CANAL; THENCE S.88°32'24"W., ALONG THE SOUTH LINE OF SAID PARCEL "A" AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 987.44 FEET, TO THE SOUTHWEST CORNER OF PARCEL "A", OF SAID "THE AQUA PARK", SAID POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE I-95; THENCE N.06°21'05"E., ALONG THE WEST LINE OF PARCEL "A", OF SAID "THE AQUA PARK", AND SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 2134.34 FEET; THENCE N.14°49'05"E., A DISTANCE OF 122.91 FEET; THENCE N.07°47'46"E., A DISTANCE OF 125.78 FEET, (THE PREVIOUS TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF INTERSTATE I-95 AS DESCRIBED INSTRUMENT No. [114419988](#) OF SAID PUBLIC RECORDS); THENCE N.10°46'20"E., A DISTANCE OF 38.00 FEET, TO THE MOST SOUTHERLY NORTHWEST CORNER OF PARCEL "A", OF SAID "THE AQUA PARK"; THENCE N.87°35'12"E., ALONG THE MOST SOUTHERLY NORTH LINE OF PARCEL "A", OF SAID "THE AQUA PARK", A DISTANCE OF 451.20 FEET, TO A POINT ON THE MOST EASTERLY WEST LINE OF SAID PARCEL "A", OF SAID "THE AQUA PARK"; THENCE N.02°25'03"W., ALONG SAID MOST EASTERLY WEST LINE A DISTANCE OF 189.77 FEET, TO A POINT ON A LINE 53.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SAID SECTION 4; THENCE N.87°34'43"E., ALONG SAID PARALLEL LINE A DISTANCE OF 190.06 FEET, TO THE NORTHWEST CORNER OF LOT 1-A OF SAID HOLLYWOOD COMMERCIAL CENTER; THENCE S.01°48'53"E., ALONG THE WEST LINE OF SAID LOT 1-A, A DISTANCE OF 173.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1-A; THENCE N.87°43'46"E., ALONG THE SOUTH LINE OF SAID LOT 1-A, A DISTANCE OF 167.45 FEET TO THE SOUTHWEST CORNER OF LOT 1-B OF SAID HOLLYWOOD COMMERCIAL CENTER; THENCE N.01°48'40"W., A DISTANCE OF 174.30 FEET, ALONG THE WEST LINE OF SAID LOT 1-B TO THE NORTHWEST CORNER OF SAID LOT 1-B; THENCE N.87°34'11"E., ALONG THE NORTH LINE OF SAID LOT 1-B, A DISTANCE OF 167.47 FEET TO THE POINT OF BEGINNING.

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1. **Grantee(s) In Last Deed of Record:**

Oakwood Plaza Limited Partnership, a Delaware limited partnership (as to Parcels 1, 2 and 3) and Oakwood Business Center Limited Partnership, a Delaware limited partnership (as to a portion of Parcel 2)

2. **Encumbrances/Matters Affecting Title**

(Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary), (unless such document is released or satisfied of record):

(X) Exhibit Attached    () Exhibit Not Attached.

<b><u>Type of Instrument</u></b>	<b><u>O.R. Book</u></b>	<b><u>Page or Instrument No.</u></b>
01. Plat of The Aqua Park	Plat <a href="#">Book 109</a>	<a href="#">8</a>
02. Plat of John L.A. Bond	Plat <a href="#">Book 111</a>	<a href="#">38</a>
03. Plat of Colonial Square	Plat <a href="#">Book 114</a>	<a href="#">32</a>
04. Plat of Hollywood Commercial Center	Plat <a href="#">Book 117</a>	<a href="#">36</a>
05. Plat of Oakwood Hills	Plat <a href="#">Book 120</a>	<a href="#">45</a>
06. Reservations contained in Deed	Deed Book <a href="#">557</a>	<a href="#">261</a>
07. Easement	<a href="#">4601</a>	<a href="#">627</a>
08. Easement	<a href="#">4608</a>	<a href="#">618</a>
09. Easement contained in Quit Claim Deed	<a href="#">7551</a>	<a href="#">141</a>
10. Easement	<a href="#">8829</a>	<a href="#">842</a>
11. Utility Easement Deed	<a href="#">8999</a>	<a href="#">601</a>
12. Declaration of Covenants and Restrictions	<a href="#">9114</a>	<a href="#">125</a>
13. Declaration of Restrictive Covenants for Oakwood Hills Commerce Center	<a href="#">12859</a>	<a href="#">669</a>
14. Grants of Easements	<a href="#">12859</a>	<a href="#">681</a>
15. Easement Agreement	<a href="#">13526</a>	<a href="#">14</a>
16. Easement Agreement	<a href="#">14009</a>	<a href="#">994</a>
17. Amendment to Declaration of Restrictive Covenants for Oakwood Hills Commerce Center	<a href="#">15169</a>	<a href="#">915</a>
18. Agreement for Amendment of Notation on Plat	<a href="#">15201</a>	<a href="#">55</a>
19. Amendment to Easement	<a href="#">15731</a>	<a href="#">442</a>
20. Assignment of Easement	<a href="#">15809</a>	<a href="#">463</a>
21. Assignment of Permits, Licenses or Approvals in Existence with Respect to, Pertaining to, or in Connection with, that Certain Bridge Traversing the C-10 Canal	<a href="#">15809</a>	<a href="#">473</a>
22. Assignment	<a href="#">15809</a>	<a href="#">488</a>
23. Notice	<a href="#">16117</a>	<a href="#">366</a>
24. Assignment of Easements contained in Quit-Claim Deed	<a href="#">16239</a>	<a href="#">887</a>
25. Assignment of Easements contained in Quit-Claim Deed	<a href="#">16773</a>	<a href="#">803</a>
26. Ordinance No. 90-25	<a href="#">17737</a>	<a href="#">179</a>

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27. Agreement	<u>17762</u>	<u>553</u>
28. Notice of Adoption of Development Order for the Oakwood Center Development for Regional Impact	<u>18061</u>	<u>313</u>
29. Notice of Preliminary Development Agreement	<u>19477</u>	<u>917</u>
30. Declaration of Restrictive Covenants	<u>19601</u>	<u>446</u>
31. Notice of Adoption of a Development Order	<u>19683</u>	<u>124</u>
32. Second Amendment to Declaration of Restrictive Covenants for Oakwood Hills Business Center	<u>19965</u>	<u>661</u>
33. Amendment to Agreement	<u>20099</u>	<u>254</u>
34. Agreement	<u>20099</u>	<u>289</u>
35. Agreement Relating to Nonvehicular Access Lines	<u>20193</u>	<u>599</u>
36. Agreement to Place a Notation on Plat	<u>20295</u>	<u>259</u>
37. Agreement to Place a Notation on Plat	<u>20295</u>	<u>263</u>
38. Agreement Relating to Nonvehicular Ingress and Egress Lines	<u>20295</u>	<u>329</u>
39. Agreement to Place a Notation on Plat	<u>20295</u>	<u>340</u>
40. Memorandum of Lease	20319	779
41. Memorandum of Lease	<u>20543</u>	<u>906</u>
42. Declaration of Easement	<u>20553</u>	<u>360</u>
43. Resolution 93-338	<u>20553</u>	<u>369</u>
44. Amendment to Second Concurrency Agreement	<u>20744</u>	<u>757</u>
45. Memorandum of Lease	<u>20795</u>	<u>328</u>
46. Grant of Easement	<u>20818</u>	<u>58</u>
47. Declaration of Unity of Title	<u>20917</u>	<u>691</u>
48. Notice of Adoption of Development Order Amending the Development Order for the Oakwood Plaza Substantial Deviation to the Oakwood Center Development of Regional Impact	<u>21017</u>	<u>944</u>
49. Memorandum of Lease	<u>21018</u>	<u>457</u>
50. Memorandum of Lease	<u>21082</u>	<u>290</u>
51. Agreement for Amendment of Notation on Plat	21256	299
52. Agreement for Amendment of Notation on Plat	<u>21769</u>	<u>708</u>
53. Agreement for Amendment of Notation on Plat	<u>21769</u>	<u>720</u>
54. Memorandum of Lease	<u>21877</u>	<u>301</u>
55. Agreement for Easements, Covenants and Restrictions Affecting Land	<u>21877</u>	<u>304</u>
56. Third Amendment to Declaration of Restrictive Covenants for Oakwood Hills Business Center	<u>21906</u>	<u>202</u>
57. Notice of Sewer Easement Relocation and Partial Easement Release	<u>21906</u>	<u>211</u>
58. Estoppel Certificate	<u>21906</u>	<u>216</u>
59. Amendment to Declaration of Covenants and Restrictions	<u>21990</u>	<u>352</u>

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60. Easement	<u>22125</u>	<u>731</u>
61. Traffic Maintenance Easement	<u>22633</u>	<u>916</u>
62. Agreement for Amendment of Notation on Plat	<u>22692</u>	<u>606</u>
63. Corrective Easement	<u>22874</u>	<u>929</u>
64. Easement	<u>22874</u>	<u>942</u>
65. Declaration of Easement	<u>22874</u>	<u>952</u>
66. Declaration of Easement	<u>22874</u>	<u>972</u>
67. Agreement for Amendment of Notation on Plat	<u>23121</u>	<u>383</u>
68. Third Traffic Concurrency Agreement Third Traffic Concurrency Agreement	<u>23193</u>	<u>441</u>
69. Short Form of Lease	<u>23370</u>	<u>50</u>
70. Declaration of Restrictive Covenant, Shopping Center	<u>23370</u>	<u>61</u>
71. Notice of Adoption of Development Order for the Oakwood Plaza Development of Regional Impact in the City of Hollywood	<u>23447</u>	<u>317</u>
72. Easement	<u>23465</u>	<u>172</u>
73. Conservation Easement	<u>23586</u>	<u>751</u>
74. Non-Exclusive Deed of Utility Easement	<u>23657</u>	<u>771</u>
75. Notice of Permit	<u>23745</u>	<u>201</u>
76. Agreement Relating to Nonvehicular Access Lines	<u>23799</u>	<u>58</u>
77. Conservation Easement	<u>24126</u>	<u>431</u>
78. Agreement for Amendment of Notation on Plat	<u>24145</u>	<u>948</u>
79. Agreement for Amendment of Notation on Plat	<u>24145</u>	<u>989</u>
80. Notice of Adoption of an Amendment to Development Order for the Oakwood Plaza Substantial Deviation to the Oakwood Center DRI in the City of Hollywood, Broward County	<u>25011</u>	<u>312</u>
81. Real Estate Mortgage, Assignment of Security and Loan Agreement	<u>25213</u>	<u>722</u>
82. Assignment of Rents and Leases	<u>25213</u>	<u>758</u>
83. Modification of Mortgage, Assignment, Security and Loan Agreement	<u>25443</u>	<u>664</u>
84. Conveyance Agreement	<u>25505</u>	<u>667</u>
85. Easement	<u>25505</u>	<u>692</u>
86. Fourth Traffic Concurrency Agreement Relating to Oakwood Plaza DRI	<u>26083</u>	<u>857</u>
87. Easement	<u>26358</u>	<u>858</u>
88. Declaration of Easements	<u>26400</u>	<u>285</u>
89. Non-Exclusive Easement for Passenger Vehicular Parking	<u>26400</u>	<u>298</u>
90. Declaration of Restrictions	<u>26400</u>	<u>304</u>
91. Non-Exclusive Right, License and Privilege	<u>26400</u>	<u>318</u>
92. Amendment of Declaration of Easement	<u>26560</u>	<u>263</u>

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93. Memorandum of Lease	<u>26637</u>	<u>506</u>
94. Agreement for Amendment of Notation on Plat	<u>26914</u>	<u>319</u>
95. Memorandum of Lease	<u>27208</u>	<u>840</u>
96. Short Form Lease Agreement	<u>27347</u>	<u>805</u>
97. Assignment of Lease	<u>27528</u>	<u>24</u>
98. Assignment of Lease and Memorandum of Lease	<u>27924</u>	<u>53</u>
99. First Amendment to Memorandum of Lease	<u>27924</u>	<u>57</u>
100. First Amendment to Agreement for Easements, Covenants and Restrictions Affecting Land	<u>27924</u>	<u>65</u>
101. Amended and Restated Memorandum of (Sub) Lease Interests	<u>28017</u>	<u>560</u>
102. Assignment of Lease	<u>28226</u>	<u>330</u>
103. Amended and Restated Memorandum of (Sub) Lease Interests	<u>28641</u>	<u>606</u>
104. Assignment of Lease	<u>28869</u>	<u>1920</u>
105. Assignment of Note, Mortgage, and Other Loan Documents	<u>29177</u>	<u>898</u>
106. Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<u>29177</u>	<u>901</u>
107. Assignment of Rents and Leases	<u>29177</u>	<u>927</u>
108. Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<u>29181</u>	<u>1</u>
109. Notice of Adoption of Development Order for the Oakwood Plaza Development of Regional Impact in the City of Hollywood	<u>29190</u>	<u>1547</u>
110. First Amendment to the Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<u>29352</u>	<u>1050</u>
111. First Amendment to Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<u>29352</u>	<u>1058</u>
112. Memorandum of Lease	<u>29466</u>	<u>1271</u>
113. Assignment of Lease	<u>29466</u>	<u>1279</u>
114. Memorandum of Assignment of Lease	<u>29466</u>	<u>1285</u>
115. First Amendment to Memorandum of Lease	<u>29466</u>	<u>1291</u>
116. Collateral Assignment of Lease	<u>29466</u>	<u>1296</u>
117. Assignment of Assignment of Leases and Rents	<u>29789</u>	<u>1671</u>
118. Assignment of Beneficial Interest Under Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing	<u>29789</u>	<u>1677</u>
119. Assignment of Beneficial Interest	<u>29796</u>	<u>1689</u>



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Under Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing		
120. Memorandum of Lease	<u>29839</u>	<u>1176</u>
121. Corrective Declaration of Restrictions	<u>29960</u>	<u>1832</u>
122. Memorandum of Sublease	<u>31217</u>	<u>1708</u>
123. Amendment to Fourth Traffic Concurrency Agreement Relating to Oakwood Plaza DRI	<u>32379</u>	<u>1557</u>
124. Partial Release of Easement	<u>32389</u>	<u>1328</u>
125. Notice of Adoption of Development Order for the Oakwood Plaza Development of Regional Impact in the City of Hollywood	<u>32573</u>	<u>1589</u>
126. Affidavit	<u>33011</u>	<u>220</u>
127. Agreement for Amendment of Notation on Plat	<u>33030</u>	<u>27</u>
128. Amendment to Short Form Lease Agreement	<u>33257</u>	<u>334</u>
129. Lease	<u>33652</u>	<u>1991</u>
130. Amended Memorandum of Lease	<u>34028</u>	<u>1195</u>
131. Easement	<u>34412</u>	<u>234</u>
132. Memorandum of Lease	<u>34469</u>	<u>646</u>
133. Amendment to Nonvehicular Access Lines	<u>36832</u>	<u>1502</u>
134. Memorandum of Lease	<u>41358</u>	<u>1770</u>
135. Amendment to Declaration of Restrictions	<u>44865</u>	<u>313</u>
136. Notice by Landlord that Real Property is not Subject to Construction Liens for Improvements Made by Lessees	<u>45922</u>	<u>1929</u>
137. Assignment of Note and Mortgage	<u>46282</u>	<u>980</u>
138. Notice by Landlord that Real Property is not Subject to Construction Liens for Improvements Made by Lessees	<u>47023</u>	<u>1132</u>
139. Resolution No. 11-DP-22	<u>48209</u>	<u>1733</u>
140. Resolution No. 11-DP-22a	<u>48536</u>	<u>1517</u>
141. Easement	<u>48646</u>	<u>476</u>
142. Resolution No. 11-DP-22a (Re- recorded)	<u>48775</u>	<u>611</u>
143. Resolution No. 11-DP-22b	<u>48810</u>	<u>343</u>
144. Memorandum of Shopping Center Lease	<u>49101</u>	<u>1398</u>
145. Transportation Concurrency Agreement relating to Plats and Unplatted Land within the Rescinded Oakwood Plaza DRI	<u>49303</u>	<u>1500</u>
146. Amendment to Memorandum of Lease	Instrument No. <u>112915953</u>	
147. Assignment and Assumption of Lease	Instrument No. <u>113010183</u>	
148. Assignment of Leases and Rents	Instrument No. <u>113439895</u>	
149. Amendment to Declaration of Restrictive Covenants for Oakwood Hills	Instrument No. <u>113555356</u>	

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Commerce Center 150. Agreement for Amendment of Notation on Plat Instrument No. <a href="#">113749591</a> Third Amended and Restated Mortgage, Security	Instrument No. <a href="#">113749591</a>
151. Memorandum of Lease	Instrument No. <a href="#">114601597</a>
152. Memorandum of Lease	Instrument No. <a href="#">115061672</a>
153. Agreement, Financing Statement, Fixture Filing and Assignment of Rents	Instrument No. <a href="#">115022132</a>
154. Agreement for Termination of Sublease	Instrument No. <a href="#">117805200</a>
155. Ordinance No. 2022-06	Instrument No. <a href="#">117929776</a>
156. Ordinance No. 2022-07	Instrument No. <a href="#">117930016</a>
157. Easement	Instrument No. <a href="#">118510903</a>
158. Assignment and Assumption of Leases	Instrument No. <a href="#">118528001</a>
159. Memorandum of Lease	Instrument No. <a href="#">118528002</a>
160. Memorandum of Lease	Instrument No. <a href="#">118528003</a>
161. Intentionally Deleted	
162. Intentionally Deleted	
163. Intentionally Deleted	
164. Notice to Contest Lien	Instrument No. <a href="#">118752396</a>
165. Declaration of Restrictive Covenants	Instrument No. <a href="#">118771001</a>
166. Notice of Commencement 05-10- 2023	Instrument No. <a href="#">118846538</a>
167. Notice of Commencement 06-22- 2023	Instrument No. <a href="#">118937173</a>
168. Notice of Commencement 08-08- 2023	Instrument No. <a href="#">119028710</a>
169. Notice of Commencement 08-09- 2023	Instrument No. <a href="#">119030258</a>
170. Notice of Commencement 08-28- 2023	Instrument No. <a href="#">119069154</a>
171. Notice of Commencement 09-12- 2023	Instrument No. <a href="#">119097746</a>
172. Notice of Commencement 09-12- 2023	Instrument No. <a href="#">119097747</a>
173. Notice of Commencement 09-26- 2023	Instrument No. <a href="#">119125144</a>
174. Notice of Commencement 10-06- 2023	Instrument No. <a href="#">119149502</a>
175. Notice of Commencement 10-27- 2023	Instrument No. <a href="#">119196815</a>
176. Assignment and Assumption of Easements	Instrument No. <a href="#">199299909</a>
177. Notice of Commencement 12-22- 2023	Instrument No. <a href="#">119300382</a>
178. Notice of Commencement 01-08- 2024	Instrument No. <a href="#">119321051</a>
179. Notice of Commencement 01-09- 2024	Instrument No. <a href="#">119326122</a>
180. Notice of Commencement 02-05- 2024	Instrument No. <a href="#">119374247</a>
181. Claim of Lien 02-20-2024	Instrument No. <a href="#">119399825</a>

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182. Notice of Commencement 02-22-2024	Instrument No. <a href="#">119408155</a>
183. Notice of Commencement 03-14-2024	Instrument No. <a href="#">119450451</a>
184. Notice of Commencement 04-03-2024	Instrument No. <a href="#">119488757</a>
185. Notice of Commencement 04-03-2024	Instrument No. <a href="#">119488764</a>
186. Notice of Commencement 04-03-2024	Instrument No. <a href="#">119490241</a>
187. Notice of Commencement 04-11-2024	Instrument No. <a href="#">119506682</a>
188. Notice of Commencement 05-07-2024	Instrument No. <a href="#">119559604</a>
189. Notice of Commencement 05-29-2024	Instrument No. <a href="#">119600378</a>

Copies of the Encumbrances/Matters Affecting Title ( X ) are ( ) are not included with this Report.

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0590 (As to Parcel 1) for tax year 2023  
Gross Tax: \$14,772.44 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0594 (As to Parcel 1) for tax year 2023  
Gross Tax: \$20,021.92 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0600 (As to Parcel 1) for tax year 2023  
Gross Tax: \$531.20 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0610 (As to Parcel 1) for tax year 2023  
Gross Tax: \$279.67 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0710 (As to Parcel 1) for tax year 2023  
Gross Tax: \$330.48 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0620 (As to Parcel 2) for tax year 2023  
Gross Tax: \$222,966.36 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0622 (As to Parcel 2) for tax year 2023  
Gross Tax: \$93,064.45 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0623 (As to Parcel 2) for tax year 2023  
Gross Tax: \$166,858.77 ( X ) Paid ( ) Not Paid.  
Unpaid Taxes for Prior Years (if none, state "none"): None

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Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0624 (As to Parcel 2) for tax year 2023

Gross Tax: \$160,643.58 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0625 (As to Parcel 2) for tax year 2023

Gross Tax: \$190.53 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0627 (As to Parcel 2) for tax year 2023

Gross Tax: \$129,965.00 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0628 (As to Parcel 2) for tax year 2023

Gross Tax: \$51,529.42 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0629 (As to Parcel 2) for tax year 2023

Gross Tax: \$188,793.38 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0631 (As to Parcel 2) for tax year 2023

Gross Tax: \$111,990.98 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0650 (As to Parcel 2) for tax year 2023

Gross Tax: \$43,757.45 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0660 (As to Parcel 2) for tax year 2023

Gross Tax: \$38,560.22 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-12-0670 (As to Parcel 2) for tax year 2023

Gross Tax: \$48,639.44 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-00-0150 (As to Parcel 3) for tax year 2023

Gross Tax: \$150,053.87 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-00-0170 (As to Parcel 3) for tax year 2023

Gross Tax: \$161.31 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0010 (As to Parcel 3) for tax year 2023

Gross Tax: \$266,338.28 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0020 (As to Parcel 3) for tax year 2023

Gross Tax: \$215,491.90 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

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Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0030 (As to Parcel 3) for tax year 2023

Gross Tax: \$326,626.45 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0040 (As to Parcel 3) for tax year 2023

Gross Tax: \$328,761.87 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0041 (As to Parcel 3) for tax year 2023

Gross Tax: \$31,351.61 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0050 (As to Parcel 3) for tax year 2023

Gross Tax: \$1,867.35 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0060 (As to Parcel 3) for tax year 2023

Gross Tax: \$186.09 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-08-0070 (As to Parcel 3) for tax year 2023

Gross Tax: \$135,898.38 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-09-0010 (As to Parcel 3) for tax year

Gross Tax: \$634,950.33 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-10-0030 (As to Parcel 3) for tax year 2023

Gross Tax: \$145,378.29 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Ad Valorem Real Estate Taxes for Tax Parcel Number 514204-11-0020 (As to Parcel 3) for tax year 2023

Gross Tax: \$29,043.28 ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

**Certificate**

This Ownership and Encumbrance Report ("Report") is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from September 10, 1946 to May 24, 2024 at 8:00 a.m.

The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Broward County, Florida, affecting title to the property described therein. Liability for any incorrect information contained in this Report is limited (1) to the person or entity to whom the Report is directed, and (2) to a maximum of \$1,000.00 pursuant to Section 627.7843(3), Florida Statutes. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.

First American Title Insurance Company



By: \_\_\_\_\_

Dated: May 31, 2024

THIS REPORT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS REPORT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

# Oakwood Plaza



Example provided in Vero Beach, VA. Rendering by Yves Rattie  
JULY 20, 2020

riil  
COOPER CARRY

**OAKWOOD PLAZA EAST  
MULTIFAMILY PROJECT  
PLANNING RATIONALE REPORT  
JULY 2024  
CITY FILE NUMBER 24-DP-31b**

## 1.0 Introduction

Over the last several years our team has been obtaining approvals for the existing Oakwood Plaza Shopping Center which include approval for a Land Use Amendment change to Oakwood Activity Center and a Rezoning approval to Oakwood Plaza PD. The Oakwood Plaza PD was approved with a set of design and other objective guidelines which all future projects within the Oakwood Plaza Shopping Center are required to satisfy.

This planning rationale report will demonstrate that this project as outlined below conforms to the intent of the approved Oakwood Plaza PD Guidelines.

The proposed multifamily project is located at 2609 N 26<sup>th</sup> Avenue within the existing Oakwood Plaza Shopping Center PD limits. As part of the proposed project an eight story multifamily residential building is being constructed along with associate improvements.

The following list is a status of the project:

- A pre-application conceptual overview meeting was held with staff on May 6, 2024.

## 2.0 Site Location

The proposed project is located within the Oakwood Plaza PD East Parcel as show in the following figures below:



Figure 1 Oakwood PD Location Map



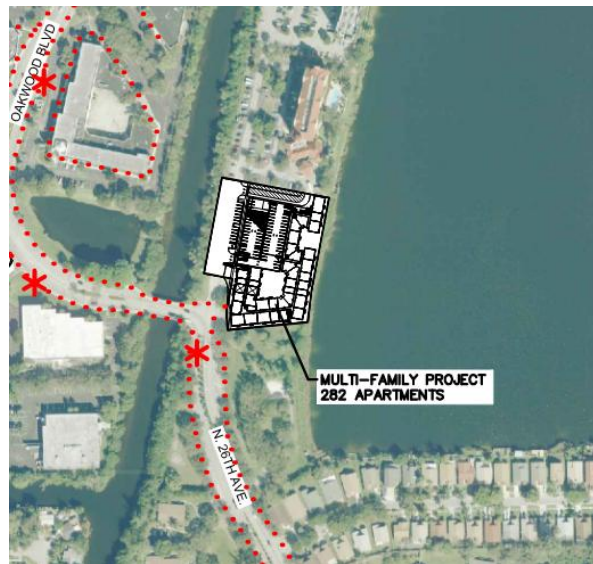


Figure 2 Proposed Project

### 3.0 Legal Description and Owner

The proposed project is within two separate folio numbers which include 5142-04-12-0590 and 5142-04-12-0594. A survey has been submitted showing the legal description.

The site is owned by Oakwood Plaza LP and Oakwood Business Center LP whose address is 1 Oakwood Boulevard Suite 70, Hollywood, FL 33023.

### 4.0 Physical Features of the Site

The proposed project scope of improvements are approximately 2.42 acres.

The existing site is vacant with a small driveway and parking lot. Along N 26<sup>th</sup> Avenue there is existing water, sewer, electric, gas, drainage, telephone and other facilities for us to connect into for our project. Based on our current research and findings there is sufficient capacity to serve our project.

### 5.0 Purpose and Intent

The following sections below outline conformance to the previously approved Oakwood Plaza PD Design Guidelines.

***This project has been designed with the intent to meet the following:***

- Integrate uses.
  - ***The proposed multifamily project is a residential use and will integrate with the surrounding residential and hotel uses.***

- Improve mobility access and connections for all modes (bike/ped/transit/vehicle).
  - **The multifamily residential project is proposing to a sidewalk along the frontage to connect into the existing sidewalk along N 26<sup>th</sup> Avenue. Also, we are proposing thirteen parking stalls along the street for convenience for visitors. This is consistent with the parking further up N 26<sup>th</sup> Avenue.**
- Complementary to the surrounding areas.
  - **The proposed multifamily project is complementary to the surrounding uses and will provide housing for the residents wanting to live in this area.**

**6.0 Permitted Use**

**The proposed multifamily residential project is consistent with the permitted use as outlined below since it's a retail service establishment.**

Permitted Uses for the Oakwood Plaza Planned Development shall be as consistent with the provisions of Section 4.15 D. Permitted Uses include (permit) the following:

(3) Residential

Specific uses include the following:

(9) Residential including multi-family/condominium.

**7.0 Density/Intensity:**

**The following table further identifies the location, type, and maximum amount of development within Oakwood Southwest which may be developed providing that the maximum amount of 1.2 M SF of Retail, 1.89 M SF of Office, 3,800 Residential Units and 625 Hotel Rooms is not exceeded within the overall PD.**

The maximum amount of development for Oakwood East is the following:

Block Description	Retail (SF) Maximum	Office (SF) Maximum	Residential (Units) Maximum	Hotel (Rooms) Maximum
Oakwood East	175,000	500,000	800	475

***Based on the existing site being vacant our proposal of 282 multifamily units meets the requirements since less than the maximum of 800 units.***

## **8.0 Lot Coverage/Lot Size Standards**

***The proposed multifamily project complies with the following:***

- (1) Lot Size Standards (acreage/sq.ft.): No minimum lot size is required.
- (2) Lot Width/Depth: No minimum lot width and/or depth is required.
- (3) The maximum lot (building) coverage shall be 90 percent.
  - o This standard shall not be applied to lease areas which tend to reflect the building pad site only and not the full lot in which the building may be located
- (4) The maximum impervious coverage shall be 90 percent.
- (5) Corner lots, multiple frontage lots and through lots shall be permitted in the PD; setbacks shall be provided in accordance with Section (5)(B) below.
- (6) Open Space: Open space inclusive of pervious spaces as well as plazas, public spaces, sidewalks, pedestrian amenities, amenity areas, public lakes, stormwater facilities or similar shall be consistent with those standards of the LUPA.

***The proposed maximum impervious area for this project is approximately 78 percent which is less than the 90 percent requirement. This is shown on our site plan sheet C-200.***

## **9.0 Buildings:**

***The proposed multifamily project complies with the following:***

General Building Comments and Notes:

- (1) Building Height. Maximum: 30 stories/300'; this provides flexibility considering the different uses proposed and the possible variety in floor-to-floor height requirements. Buildings exceeding 175' will require coordination and approval with the Federal Aviation Administration, Broward County Aviation Department and/or Florida Department of Transportation (Aviation Division), as applicable.
  - ***Our proposed building is only 8 stories and approximately 92' high.***
- (2) There shall be no minimum and or maximum building floorplate within the PD.
  - ***Our footprint meets this since there is no minimum or maximum.***
- (3) Buildings shall comply with the Florida Building Code, latest edition.
  - ***Our building will comply with all applicable codes.***

## **10.0 Building Type:**

***The proposed retail store complies with the Type 4 Building Type as shown below:***

Building Type	Primary Use
<b>Type 4. Residential</b>	Residential: may include ancillary commercial (Townhouse, Low Rise, High Rise)

This building type is primarily residential and may include ancillary commercial in the low to high rise subtype. Building entrances to be located from the sidewalk or pedestrian areas. Building entrances may also be located within parking structures and internal accessways which may not necessarily be public in nature and provide access to the residents of the building.

***The proposed building type is a multifamily residential building and will have connections to public sidewalks***

**11.0 Setbacks**

***The proposed multifamily project complies with the setbacks as shown:***

Except as provided below, Front or side street: zero feet (0'); Side Interior and Rear: zero feet (0)'. Setbacks are measured from current and or proposed property lines.

Buffers and setbacks shall be identified on the Site Plans. Buffers and setbacks shall be measured from the external PD property line or at the right-of-way line.

- ***Our proposed building is greater than 0' as shown on the site plan.***

**12.0 Building Architecture**

***The proposed multifamily project complies with the building architecture as shown:***

Design Intent

- i. The buildings within the PD are to be designed to create a high-quality signature character.

Building Design

- ii. Building facades shall be designed to continue the character established by the front or primary building façade.

Building Materials

- iii. The building materials will serve as a reinforcement to the objective of creating a high-quality signature character for the PD and shall consist of hard, durable materials that convey an impression of permanence and durability. Materials such as masonry, stone, Synthetic stucco, glass, metal panels, composite panels, terracotta panels, and tile.
- iv. Building materials shall be used to compliment the architectural style of the building and vary in texture and type to accentuate the public entrances / exits, façade projections and other architectural features.
- v. Glass used as an exterior material shall be clear or lightly tinted.

*Jutting corners, wood composite paneled columns, and concrete fins all come together to create a high-quality signature design character. Complementary design elements such as wood composite paneled columns anchor the balconies to the ground. The largest array of wood composite paneled columns found on the front elevation emphasizes the public entry point and retail portion of the building. Large, clear storefront windows create visual points of connection from the retailers to pedestrians. Corners of the structure show long decorative concrete fins that accentuate the durable jutting corners as well as frame windows and balconies. Score lines complement these signature corners by adding texture that further defines and divides architectural features. These design elements and building materials complement each other and tie the façades together creating a cohesive signature design.*

*Below are some images from Sheet A-1 & A-3.2*



(FRONT)



(RIGHT)



(REAR)

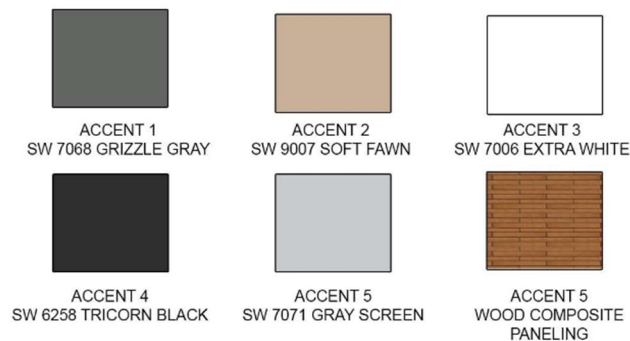
13.0 Building Colors

- i. The color palette for the exterior building materials shall compliment the architectural style and shall be neutral tones with accent colors. An accent color may be used to emphasize architectural form or material texture.
- ii. Accent colors may also be used to emphasize the brand of the retail establishment in Type 1 Commercial Buildings.

**The proposed building colors are neutral and of an earth-tone palette. Base color is shown as accent 3- extra white which encompasses the majority of the building. Colors such as accent 1- grizzle gray and accent 2- soft fawn are used to define mid-size architectural design features and contributes to the signature style of the building. Colors such as accent 4- tricorn black and accent 5- gray screen are used more sparingly on specific design elements.**

**Below are the exterior materials from sheet A-3.1 & A-3.2.**

COLOR SCHEME



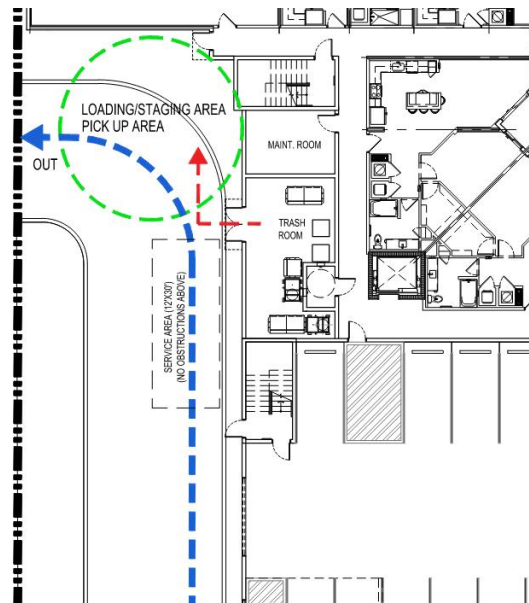
**14.0 Loading Spaces**

***The proposed multifamily project complies with the loading requirements as shown below:***

Loading shall be visually screened from public view as practical. Public rights-of-way, excluding alleys shall not be utilized for maneuvering associated with building loading access. Loading areas shall be convenient to the building(s) in which it serves. Due to the compact nature of the PD, no minimum number of loading/unloading spaces shall be required.

***The proposed loading dock is screened from public view and is within the parking garage area.***

- ***Here is a blow of the proposed vehicular plan sheet EX-1.***



**15.0 Service Structures and Uses**

***The proposed multifamily project complies with the service structures and uses as shown below:***

These standards are intended to guide the design and development of service structures and uses including dumpsters and HVAC units, utility boxes and other similar equipment.

Building Mechanical, Electrical, Communication and Service Equipment

- Wall-mounted mechanical, electrical, communication, and service equipment, including satellite dishes and vent pipes, shall be located in the building service area.
- Rooftop and sidewall mechanical equipment and other extensions allowed above the building height shall be concealed by or integrated within the roof form or screened from view of the public right-of-way. The following appurtenances or necessary extensions above the roofline that require screening include air conditioning units, large vents, heat pumps and mechanical equipment.

***The proposed building will have a parapet wall to screen the mechanical equipment. Other equipment will be placed in rooms or in other areas that will be screened if possible.***

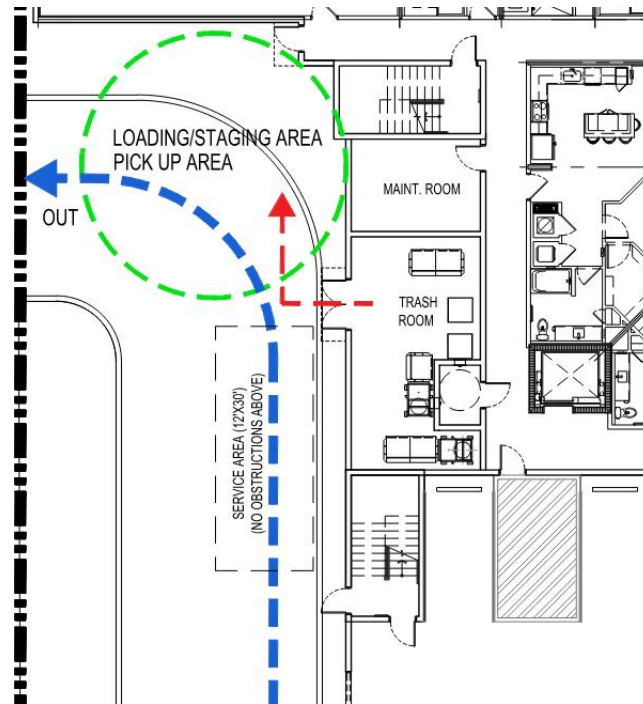
**16.0 Building Refuse Collection**

- Trash dumpsters are to be located in close proximity to the building service areas. For trash dumpsters not located within an enclosed service area provide screen walls that are constructed using materials as listed in the code, complementary material as the adjacent building; landscaping can be provided to screen these areas as well in addition to required wall. Dumpsters, compactors, and similar uses shall be enclosed within buildings or screened using walls or fences to match the architecture and color of the building which it serves.
- Trash compactors attached to the building are to be located within the building service area and screened as required under building service and loading areas.
- There are no minimum or maximum trash/dumpster enclosure sizes. Pedestrian openings are not required except for residential users. Trucks accessing dumpsters are not allowed to back into public roadways or private Roadways, as where practical, and identified through signage or other similar means. Where loading/unloading is proposed within the roadway, at least one vehicular travel lane shall be preserved to ensure the flow of traffic. Dumpsters shall follow the same setback requirements as principal structures.

Vehicular service areas for multiple buildings shall be consolidated whenever practical.



**The proposed building is using a trash room where the trash bins will be rolled out for pickup.**



**Above is a blow of sheet EX-1 Refuse Vehicle Circulation Diagram**

**17.0 Connectivity**

**The proposed multifamily project complies with the connectivity as shown below:**

**The existing N 26<sup>th</sup> Avenue is being maintained which is grandfathered into the PD Guidelines. The on-street parking proposed is also found further north on N 26<sup>th</sup> Avenue for the existing apartment and hotel sites.**

**Below is a blow of the proposed site plan sheet C-200**



**19.0 Public Spaces**

***The proposed multifamily project complies with public spaces section as shown below:***

Public Spaces shall also be counted towards open space standards and may be used within PD to highlight prominent areas of the project and to provide opportunities for formal and informal gatherings, pedestrian congregation and other social encounters; outdoor vendors including “food trucks” may be provided on a temporary basis within public spaces. A public space would include open space, plazas, arcades, courtyards, multipurpose fields and will be in the areas noted currently in the PD Entertainment District (Appendix F) and would be where band stands / stages / amphitheater would be limited to. Entertainment district could also include the same amenities of a public space. Public spaces may include storm water facilities or similar, the storm water facility shall be designed to complement the public space through the use of pedestrian pathways, benches, shade structures, signage or similar features. Public space(s) should be located in areas with increased visibility from roadways and in prominent areas of the project.

(1) Water Features

Water features may be used within open space areas of the PD, within medians or within lots/blocks. The water features may include large or small fountains that are either interactive or formal.

(2) Site Amenities/Hardscape

Pedestrian-scale site amenities and hardscape features shall be included within the PD. These may include seating opportunities, such as benches, low walls and wide planter edges, pedestrian scale lighting, trash receptacles, bicycle racks, bollards, drinking fountains, kiosks, tables and chairs. Site Amenities listed below are the recommended materials within the PD; materials may be substituted with like kind materials of similar quality and or color as part of a Site Plan: It is understood that Master Developer branded items and features, i.e., those including the Master Developer’s logo, brand and or name, may be used throughout the Project and shall not count towards or be considered as signage.

- a. Tree Grate –Chinook (or other product that is ADA compliant)
- b. Bike Rack (Ring or FGP)
- c. Bench (Parc Vue or SCB 1600)
- d. Litter Bin (Chase Park or MLWR200)
- e. Lounge Furniture (Madagascar)
- f. Permanent and Retractable Bollard (Stainless)
- g. Additional Items include but not limited to (materials to be determined at Site Plan):
- h. Public Art
- i. Fountains
- j. Statuary
- k. Accent Lighting Landscape planters

***The proposed project complies with the public space requirements since we are adding pedestrian lighting, sidewalks, and other architectural features.***

**20.0 Public Spaces**

***The proposed multifamily project complies with the transit section as shown below:***

Oakwood Plaza Planned Development proposes to maintain the current location and number of transit stop locations including improvements. The site circulation is (will be) laid out such that buses may route internally should transit route onsite (internal).

***The proposed multifamily project is maintaining the existing transit stops along Oakwood Boulevard and N 26<sup>th</sup> Avenue.***

**21.0 Parking**

***The proposed multifamily project complies with parking section as shown below:***

The Oakwood Plaza Planned Development has the ability to share parking facilities, surface, structured and on-street within and between individual uses including the respective mixed-use areas. In addition, parking facilities shall be subject to the following:

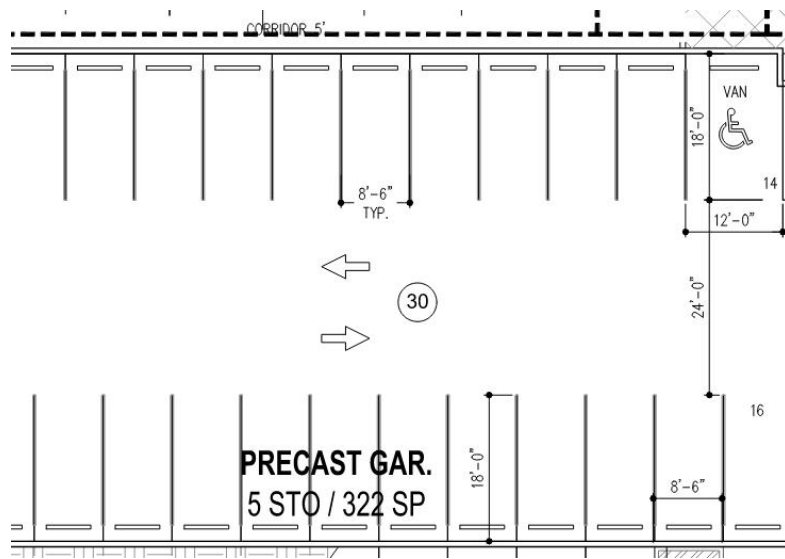
General:

- Arrangement of spaces. Parking areas shall be so arranged that any automobile may be parked/ unparked without moving another, except for parking structures which may be designed to allow tandem parking and/or valet services.
- No parking space may encroach, hinder, or otherwise block a public roadway, internal Boulevard, or Avenues.
- Combined loading areas. Collective, joint, or combined provisions for loading areas for two or more buildings or uses may be made.
- Parking spaces may be located within required building setbacks.
- Parking facilities including spaces and drive aisles may be used for special events and temporary uses providing emergency service access is not restricted.
- Off-street parking provides surface parking within a lot located off a public roadway or internal boulevard. In general, surface parking shall be provided with 90-degree parking.
  - i. 90-degree stalls with a minimum dimension of eight feet six inches (8.5') feet wide by eighteen (18) feet deep with a minimum drive-aisle of twenty-four (24) feet wide; a one-way drive aisle may be a minimum fifteen feet (15') wide. This length may be reduced to sixteen (16) feet where a two (2) foot overhang is provided over landscape. Where the two-foot overhang is provided over a sidewalk, a minimum clear width for accessibility standards shall be maintained.

- ii. Accessible spaces shall meet latest ADA requirements.

**The proposed-on street parking is using a minimum of 8.5' wide x 18' deep parking stalls. The parking garage parking is using 8.5'x18' deep parking stalls with 24' wide drive aisles.**

See snap shot form A-2.1 Level One Plan



Compact spaces shall be a minimum of eight feet wide (8') by sixteen (16') feet long. Compact spaces shall be marked / designated on the Site Plan and when constructed.

- The use of wheel stops is discouraged. If a curb, curb-stop, bollard or similar cannot be provided and wheel stops are used, they shall be painted, provide reflective materials, or otherwise set aside from the parking space for increased visibility. The use of wheel stops requires the Planned Development Master Developer's approval.
- Parking may be shared between uses and buildings provided the minimum parking standard, below, is provided for the entirety of the Oakwood Plaza Planned Development.
- Parking spaces / areas may also be used for short-term pickup of people, goods or services including ride-share and mobile delivery services. Where provided, these spaces shall count towards the overall parking provided within the PD and not be excluded.

Required Number of Spaces for Parking. Due to the nature of the Oakwood Plaza PD incorporating commercial/retail, office, hotel, residential and related open spaces, it is understood that mixed use projects are intended to provide for shared infrastructure

including parking facilities whether in the form of surface parking and or parking garages. The required minimum number of parking spaces for each use shall be:

Minimum Parking Standard:

(2) Residential Uses

Apartments, condominiums, townhouses, etc:

1.0 spaces per one dwelling unit ,1.5 spaces for two or more dwelling units..Due to the nature of the PD, no additional parking for guests or other shall be required.

***The proposed project meets the 1.0 spaces for one dwelling unit and 1.5 spaces for two or more dwelling units.***

Bicycle parking:

- i. Bicycle racks will be provide based on minimum code requirements or what is appropriate based on users whichever is less stringent.
  - ***The proposed parking lot is using a minimum of 8.5' wide x 18' deep parking stalls. We are allowed to have reduced parking depth of 16' with 2' overhang.***

See snap shot form A-2.1 Level One Plan

OFF-STREET PARKING			
Required	<b>Multifamily</b>	<b># of units or SF</b>	<b># Spaces</b>
	ST, 1BD @ 1 sp/du	180 units	180
	2BD or more @ 1.5 sp/du	102 units	153 sp
	<b>TOTAL REQUIRED</b>	<b>282 units</b>	<b>333 sp</b>
Provided	<b>Parking Garage</b>	ADA	Standard
	Level 1	2	39 sp
	Level 2	2	58 sp
	Levels 3-4	2	142 sp
	Level 5	2	74 sp
	<i>Sub-Total</i>	8	313 sp
	<b>TOTAL GARAGE</b>	321	
	<b>TOTAL SURFACE PARKING</b>	1	12
<b>TOTAL PROVIDED</b>	<b>334 sp</b>		
<i>Note: Min provided ADA spaces meet ADA Standards for Accessible</i>			

Electric Vehicle (EV) Charging Parking (if proposed):

- i. EV parking stalls are counted as part of the overall required number of parking spaces. Within mixed-use or non-residential areas, electric vehicle charging kiosks shall be allowed where parking spaces are provided.
  - ***We are evaluating adding EV charging stations they maybe added a later time which are optional.***

**22.0 Landscaping-Buffering**

***The proposed multifamily project complies with the landscaping-buffering section as shown below:***

Landscaping, including vehicular use areas shall be integrally designed to enhance the high-quality signature character and visual interest of the overall development while implementing Florida Friendly design principles. Landscaping shall be used and located throughout the development. Buffers and landscaping are proposed based on the intensity of development within the planned development areas. There shall be no required landscape buffers or yards between any structure, property line, lease line, boundary line and similar demising lines internal to the PD, except for the typical street and roadway cross-sections guidelines provided. Buffers along public right of way shall be grandfathered if no changes are proposed. Additional Buffering Standards:

Fences, walls, and hedges are allowed along the interior edge of the buffers as well as throughout the development. The maximum height of fences and walls is eight feet (8) based on code for non-residential zone. Barbed wire fences are prohibited. Site visibility triangles requirements shall be met.

- ***Our project complies with this requirements since we are maintaining the rear 10' maintenance easement area.***
- General Landscape Standards:
  1. Landscaping is encouraged as a tool to enhance the pedestrian experience, beautification, delineation of access, features, architecture, and environmental enhancement. In general, landscaping when used within a sidewalk shall include trees that provide shade and aesthetic enhancements without conflicting with vehicle or pedestrian movement, awnings, or signs.
  2. Landscape and Irrigation Plans are required and may be at a consistent scale as the site plans provided as part of specific submittals to the city.

3. Root Barriers:
  - a. Trees installed within five feet (5') of utilities, or a sidewalk shall provide a root barrier; utilities and site amenities may be permitted to within seven feet, six inches (7'-6") of a tree.
4. Tree Equivalency Standards. For the purposes of calculating required trees (but not for mitigation replacement):
  - a. Five (5) Large Palms from approved list may count as 1 canopy tree. All other palms shall have eight feet (8') CT and counted as 3:1.
  - b. A grouping of three (3) palm trees with a typical DBH at maturity of less than twelve inches (12") shall be the equivalent of one (1) canopy tree.
  - c. Palms with typical DBH at maturity of less than twelve inches (12") that are specified with trunks emerging from a common root ball shall be equivalent to one (1) palm tree.
5. Irrigation plan submittals will be provided per City Code for construction permit submittals. Irrigation will be installed prior to the certificate of occupancy.
6. Low-volume drip irrigation may be provided in narrow landscape spaces to avoid overspray onto paved surfaces.
7. Mitigation requirements as outline under section 106.29 will be followed except for item (C) remuneration in lieu of replacement. We are proposing that if any replacement costs are required for removing trees required prior to building permit, these costs would be allowed to be used for public art, pedestrian walkway enhancements, building façade enhancements for the public, open space amenities or other similar items for this particular project. Street Trees shall be planted along Boulevards, Drives and Avenues, per the following parameters:
  9. Boulevard street trees: One (1) Canopy tree, intermediate tree, or palm at fifty feet (50') on center (max) spacing at road edges and 40 feet on center (max) spacing within medians.
- Landscaping within non-buffer areas shall be consistent with the following:
  1. Parking structures and garages shall be exempt from landscaping requirements.
  2. An area, or combination of areas equal to 8% of the total vehicular use area (VUA), exclusive of perimeter buffers, is required to be devoted to interior



VUA landscaping. This standard shall be applied on the overall PD. and is not required for each block, parcel, or individual development. Furthermore, the VUA standard only applies to surface parking and or driveways serving such areas; no VUA is required for parking garages or similar.

3. Required landscape for non-buffer landscape areas, inclusive of interior VUA landscaping:
    - a. One (1) tree or palm and ten (10) shrubs are required for every 2,000 square feet of required non-buffer landscape area, excluding specific purpose landscaped open spaces such as designated recreation spaces (including safety zones), grass amphitheaters, stormwater treatment areas, swales, or similar.
  4. Landscape islands shall be provided at the ends of a parking aisle and are encouraged throughout the surface parking areas to break up the expanses of the parking area. Islands must be of sufficient width to accommodate the plantings being proposed within them or root barriers, drip irrigation and other methods shall be implemented. Interior landscape islands may be clustered so as to provide larger, functional islands at the end caps.
  5. Terminal and intermediate islands shall generally require at least one (1) tree or palm and shall be a minimum of seven feet (7') wide (back of curb to back of curb) or as practical to provide a suitable planting area. Terminal and intermediate islands must be a minimum of seven feet (7') wide for a Canopy tree. A maximum of 20 spaces may be provided between intermediate landscape peninsulas. Wider end islands may be provided if intermediate islands are not provided.
  6. All landscaped areas adjacent to VUAs shall be protected by raised curbing.
  7. A separate buffer is not required between the vehicle use area, public right-of-way and or a building in excess of those required at the property perimeter.
- Project entrances shall provide enhanced landscaping and design; however, entrance landscapes are not required to exceed the minimum requirements of these PDs.
  - Plants
    1. The plant palette used for the Oakwood Plaza PD shall be composed of a minimum 50 percent native species and nursery stock grown within the region. Trees, shrubs and similar shall, at a minimum, meet Florida No. 1 standards. Plants that are identified as category I and II invasive species per Section 825-50 (Definitions) of the Hollywood Code of Ordinances are prohibited. Plant species should complement the design of previously installed portions within the Oakwood Plaza Planned Development, applying the design precedence observed for previously approved parking lots, buffers, building foundations, and internal roadway plantings. Plant species

identified in the Hollywood Landscape Technical Manual shall be utilized for at least 75% of all plantings per landscape plan application.

- Open Space: The Design Guidelines will comply with the standards from the LUPA. Approximately 2.50 acres of open space will be incorporated into the overall 112.50 gross acres as a wet pond/dry pond or other allowed use.

***The proposed multifamily residential project will have a 10' rear landscaping setback which is being maintained and minimum landscaping around the perimeter. There will be a pool and hardscaping amenities within the footprint.***

### **23.0 Signage**

The proposed signage will meet current sign program approved as part of the PD.

### **24.0 Lighting**

The proposed lighting system will meet current PD requirements.

### **25.0 Utilities**

Water and wastewater infrastructure is presently available to the property and provisions have been made for the connection to these systems; connection points will be coordinated with the City of Hollywood. Utilities are intended to be designed and developed as public infrastructure. Utility designs will meet Broward County and Florida Department of Health and Environmental Protection Standards. Easements necessary to serve the development (internal) shall be provided as required by the respective agency; co-location is encouraged.

Easements will be dedicated to the City via a separate instrument; a plat shall not be required.

Development will comply with Florida State Statutes 633, Florida Administrative Code 69A, currently adopted NFPA codes, the currently adopted edition of The Florida Fire Prevention Code and the currently adopted edition of the Broward County Amendments to The Florida Fire Prevention Code.

***Our project will comply with these requirements.***

### **26.0 Stormwater**

***Stormwater design will meet the requirements as approved as part of the Oakwood Activity Center Land Use Plan Amendment.***

### **27.0 Site Plan Submittals**

Site Plan review shall follow City Article 6.22 Site Plan review process using these established PD Guidelines.

***Our project will comply with these requirements.***

**28.0 Other Provisions**

Sustainability

SFA Atlantis Associates, LP & Oakwood Business Center Ltd. Prt. (Master Developer) is committed to the long-term success of the Oakwood Plaza PD. Environmental, Social and Governance (ESG) principles are embedded into Master Developer’s design & construction process. The Master Developer will also comply with Chapters 151.150 through 151.160 of the City’s Code regarding Mandatory Green Building Practices.

- Temporary easements for construction shall be permitted on-site by the Master Developer.
- Due to the nature of PD and its improvements (private), a maintenance and responsible party agreement shall be provided with each respective Site Plan. The Oakwood Plaza will be maintained up to the minimum standards, included within a declaration of covenants restrictions and easements as administered by the Master Developer.
- Master Developer approval is required to be submitted prior to the submittal of the building permit submittal.
- Any permit, building or similar, submitted by a third-party applicant requires approval in writing by the PD Master Developer prior to submittal to the City of Hollywood.
- Redevelopment. Existing uses including those located within the PD may continue as currently approved and or developed including but not limited to building height, signage, parking, buffers, roadway networks, driveway locations, landscaping areas or other changes can be made if less than 50 percent of the total structure value and land values are made within the existing parcel areas within the redevelopment. If this requirement is met the PD Guidelines would not have to be adhered to.

***Our project will comply with these requirements.***

**29.0 City of Hollywood Goals, Objectives and Policies**

The PD is consistent with the goals, objectives, and policies of the City Land Use Plan as outlined below:

GOAL: Promoted a distribution of land uses that will enhance and improve the residential, business, resort, and natural communities while allowing landowners to maximize the use of their property.

***Our project will maximize the use by having a new eight store multifamily building which will activate the existing corridor along N 26<sup>th</sup> Avenue.***

Policy 7.24 To ensure through coordination with the South Florida Water Management District (SFWMD), the Broward County Water Resources Management Division (WRMD), and the Broward County Environmental Protection Department in the development review process to

ensure that new development is required to provide adequate drainage measures to service itself and to neutralize any deficiencies which would be created by such new development.

**Our project is constructing the site and drainage system to meet adopted Broward County, City of Hollywood, and FEMA requirements.**