



CURRENT SUBMITAL - PLANNING BOARD - 11/14/2023

PREVIOUS SUBMITAL - TAC 2 SUBMITTAL - 7/17/2023

CITY FILE REFERENCE: 22-DPJPD-62

ARCHITECT OF RECORD



BC ARCHITECTS AIA, INC.

75 VALENCIA AVENUE, SUITE 1000  
CORAL GABLES, FLORIDA 33143

Tel. 305.663.8182 Fax 305.663.8882

Firm License Number: AA0003360

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CONSULTANTS :

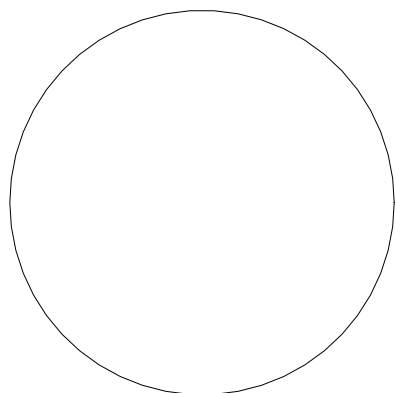
STAR TOWER  
HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS



SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN

11-16-2023

Comm. Num.: 2218.00

Scale:

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Author

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SHEET TITLE

COVER SHEET

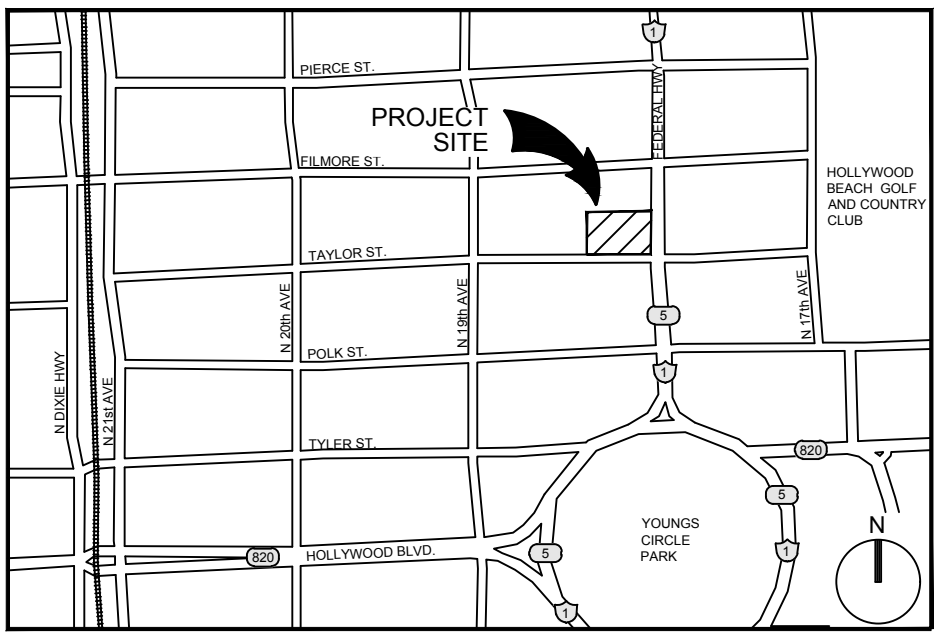
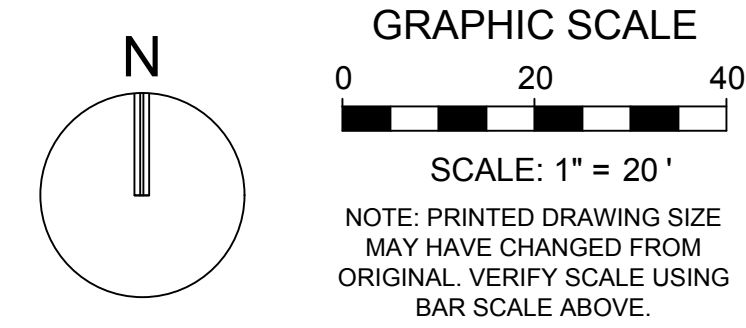
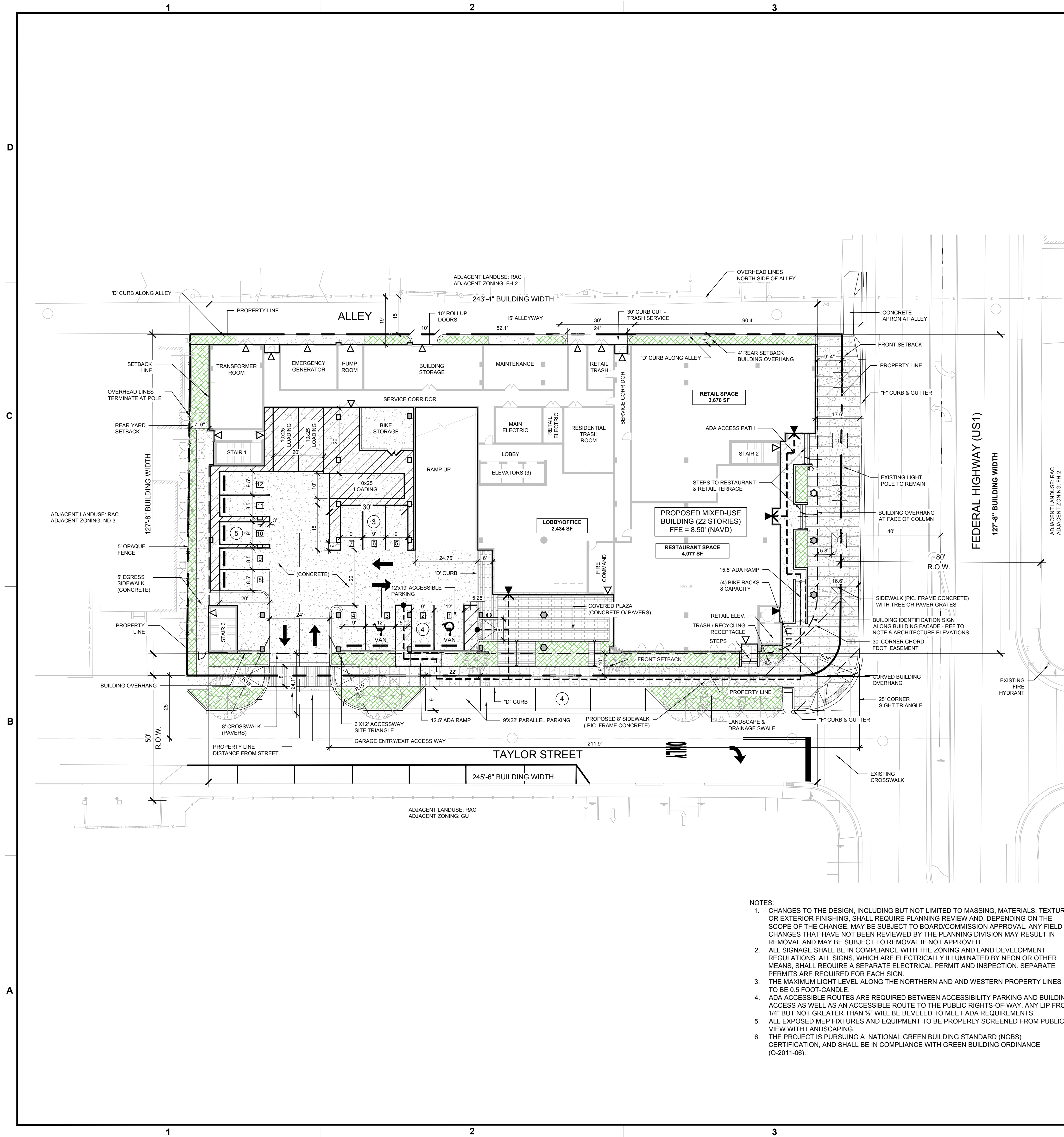
SHEET NUMBER

COVER

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BUILDING CODES AND LIFE SAFETY STANDARDS

COVER	PROJECT COVER SHEET
	SITE PLAN
SP-101	SITE PLAN AND DATA
SP-102	ILLUSTRATIVE PLAN
	ARCHITECTURE
SP-01	RENDERINGS
SP-1.2	STREET SECTIONS
SP-2.0	GROUND FLOOR PLAN
SP-2.1	MEZZANINE LEVEL FLOOR PLAN
SP-2.1A	PARKING LEVEL 2 FLOOR PLAN
SP-2.2	PARKING LEVEL 3 FLOOR PLAN
SP-2.2A	PARKING LEVEL 4 FLOOR PLAN
SP-2.3	PARKING LEVELS 5 FLOOR PLAN
SP-2.3A	PARKING LEVEL 6 FLOOR PLAN
SP-2.4	LEVEL 7 FLOOR PLAN
SP-2.5	LTYICAL LEVELS 8-22 FLOOR PLAN
SP-2.6	ROOF LEVEL FLOOR PLAN
SP-3.0	SOUTH ELEVATION
SP-3.1	NORTH ELEVATION
SP-3.2	EAST ELEVATION
SP-3.3	WEST ELEVATION
SP-3.4	BUILDING SECTION
SP-3.5	BUILDING DETAILS AND MATERIALS
	CIVIL
GI-000	CIVIL COVER SHEET
GI-002	GENERAL CONSTRUCTION NOTES
GI-003	CONSTRUCTION SPECIFICATIONS
SP-102	VEHICLE TRUCK TURN PLAN
CG-101	EROSION CONTROL PLAN
CG-501	EROSION CONTROL DETAILS
CD-101	DEMOLITION PLAN
CP-101	PAVING, GRADING, AND DRAINAGE PLAN
CP-301 - CP-302	CROSS SECTIONS
CP-501 - CP-504	PAVING, GRADING, AND DRAINAGE DETAILS
CU-101	WATER AND SEWER PLAN
CU-501 - CU-503	WATER AND SEWER DETAILS
CM-101	PAVEMENT MARKING AND SIGNAGE PLAN
CM-501 - CM-502	PAVEMENT MARKING AND SIGNAGE DETAILS
	LANDSCAPE
CVR-000	COVER SHEET
LD-101	TREE DISPOSITION PLAN
LH-001	GENERAL NOTES, LEGEND AND SCHEDULE
LH-101	HARDSCAPE PLAN
LP-001	PLANTING NOTES
LP-101	PLANTING PLAN
LP-501	PLANTING DETAILS
LL-101	EXTERIOR LIGHTING AND PHOTOMETRICS PLAN





LEGAL DESCRIPTION:

LOTS 9, 10, 11, 12, 13, 14 AND 15 LESS THE EAST 15.0 FEET AND THAT PART INCLUDED IN THE EXTERNAL AREA FORMED BY A 15.0 FOOT RADIUS ARC WHICH IS TANGENT TO THE SOUTH LINE OF SAID LOT 15 AND TANGENT TO A LINE WHICH IS 15.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 15, BLOCK 44, OF "TOWN OF HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SITE DATA PROPOSED			
PROJECT ADDRESS 410 N. Federal Hwy, Hollywood, FL 33020			
FOLIO No. 5142-15-01-8240			
1. ZONING	PD		
2. EXISTING LAND USE	RAC		
3. LAND AREA			
NET SITE AREA		35,576 SF	0.816 AC
TAYLOR ST. R/W		13,272 SF	
US 1 FEDERAL HWY R/W		2,024 SF	
SERVICE ALLEY R/W			
GROSS LOT AREA		50,872 SF	1.17 AC
		REQUIRED	PREVIOUSLY APPROVED
4. DENSITY			PROVIDED
5. BUILDING HEIGHT			115 DU/AC
6. NUMBER OF STORES			134 UNITS
7. UNIT SIZE MINIMUM			51'-11"
8. UNIT SIZE AVERAGE			176'-5"
8A TOTAL FLOOR AREA OF RECREATION USE WITHIN BUILDING			22
8B TOTAL BUILDING SQ. FOOTAGE			525 SF
9. PARKING - SEE BELOW			492 S.F.
STUDIO (32) @1		32	N/A
1 BED UNIT (122) @1		122	N/A
2 BED UNIT (64) @1.5		96	N/A
3 BED UNIT (30) @1.5		45	N/A
GUEST @1 SP/5 UNITS		50	N/A
TOTAL UNITS (248)			
TOTAL UNIT PARKING		345	N/A
RESTAURANT: 4,077 SF		60% OF GROSS FLOOR AREA, 1 PER 60 SF OF RESULT	41
RETAIL: 3,676 SF		@ 250 SF/SPACE	15
FIRST FLOOR LOBBY/OFFICE: 2,434 SF		NO PARKING REQUIRED	N/A
ADDITIONAL PARKING		N/A	N/A
HANDICAP (12'x9')		9 (INCLUDED)	7 (INCLUDED)
TANDEM		N/A	N/A
TOTAL PARKING		401	378
LOADING BAYS (10'x25')		3	2
10. SET BACK REQUIREMENTS			
MINIMUM SET BACK			
EXTERNAL ( SOUTH SIDE - TAYLOR ST)		BASE < 25'	2'-29"
		TOWER	8'-10"
REAR YARD ( 15' ALLEY)		BASE 0'	0'-12"
		TOWER	53', 47' at Balcony
EXTERNAL (EAST SIDE - US 1)		BASE < 25'	10'-0"
		TOWER	11'-6", 1'-10" at Balcony
SIDE YARD (WEST SIDE)		BASE 0'	0'
		TOWER	10'-1.5", 3'-1" at Balcony
11. PERVIOUS AREA		1,220 SF - 3.4%	1,833 SF - 5.1%
12. IMPERVIOUS AREA		34,336 SF - 96%	33,743.6 SF - 95.6%
13. PUBLIC OPEN SPACE		5,211 SF - 14.6%	2,508.8 SF - 7.0%
COVERED PUBLIC OPEN SPACE		5,801 SF - 16.3%	3,859.7 SF - 10.8%
TOTAL AREAS		11,012 SF - 30.9%	6,368.5 SF - 17.8%

AMENDMENTS OR VARIANCES:

- INCREASE DENSITY FROM 134 UNITS TO 248 UNITS. (AN INCREASE FROM 115 UNITS PER ACRE TO 212 UNITS PER ACRE)
- AN INCREASED BUILDING HEIGHT FROM 176'-5" TO 228'-0"
- A VARIANCE FROM THE PREVIOUSLY APPROVED SETBACKS WILL BE REQUESTED.

- NOTES:
- CHANGES TO THE DESIGN, INCLUDING BUT NOT LIMITED TO MASSING, MATERIALS, TEXTURE, OR EXTERIOR FINISHING, SHALL REQUIRE PLANNING REVIEW AND, DEPENDING ON THE SCOPE OF THE CHANGE, MAY BE SUBJECT TO BOARD/COMMISSION APPROVAL. ANY FIELD CHANGES THAT HAVE NOT BEEN REVIEWED BY THE PLANNING DIVISION MAY RESULT IN REMOVAL AND MAY BE SUBJECT TO REMOVAL IF NOT APPROVED.
  - ALL SIGNAGE SHALL BE IN COMPLIANCE WITH THE ZONING AND LAND DEVELOPMENT REGULATIONS. ALL SIGNS, WHICH ARE ELECTRICALLY ILLUMINATED BY NEON OR OTHER MEANS, SHALL REQUIRE A SEPARATE ELECTRICAL PERMIT AND INSPECTION. SEPARATE PERMITS ARE REQUIRED FOR EACH SIGN.
  - THE MAXIMUM LIGHT LEVEL ALONG THE NORTHERN AND AND WESTERN PROPERTY LINES IS TO BE 0.5 FOOT-CANDLE.
  - ADA ACCESSIBLE ROUTES ARE REQUIRED BETWEEN ACCESSIBILITY PARKING AND BUILDING ACCESS AS WELL AS AN ACCESSIBLE ROUTE TO THE PUBLIC RIGHTS-OF-WAY. ANY LIP FROM 1/4" BUT NOT GREATER THAN 1/2" WILL BE BEVELED TO MEET ADA REQUIREMENTS.
  - ALL EXPOSED MEP FIXTURES AND EQUIPMENT TO BE PROPERLY SCREENED FROM PUBLIC VIEW WITH LANDSCAPING.
  - THE PROJECT IS PURSUING A NATIONAL GREEN BUILDING STANDARD (NGBS) CERTIFICATION, AND SHALL BE IN COMPLIANCE WITH GREEN BUILDING ORDINANCE (O-2011-06).

**KEITH**  
301 East Atlantic Blvd.  
Pompano Beach, FL 33060  
PH: (954) 788-3400

Florida Engineering Business License: CA7923  
Florida Surveyor and Mapper Business License: LB6860  
Florida Landscape Architecture Business License: LC26000457

REVISIONS		
NO.	DESCRIPTION	DATE
TAC - P&Z		09/13/2023
FINAL TAC - P&Z		11/15/2023

**PRELIMINARY PLAN  
NOT FOR CONSTRUCTION**

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.  
RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE: 06/30/2023  
DESIGNED BY: CP  
DRAWN BY: CP, RP  
CHECKED BY: KS, PW  
BID-CONTRACT:

PAUL H. WEINBERG, PLA  
FLORIDA REG. NO. LA6666804  
(FOR THE FIRM)

CLIENT  
**1817 TAYLOR  
DEVELOPMENT LLC**

PROJECT  
**STAR TOWER  
HOLLYWOOD**  
**410 N. FEDERAL HWY  
HOLLYWOOD, FL  
33020**

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER **SP-101**  
PROJECT NUMBER **13778.00**

STATUS: PRELIMINARY

Plotted by: cphillips On 11/16/2023 2:50 PM

Drawing name: K:\13778.00 - Star Tower Hollywood - 1817 Taylor Street Development LLC\Landscape Architecture\CA013778.00-SP-101.dwg









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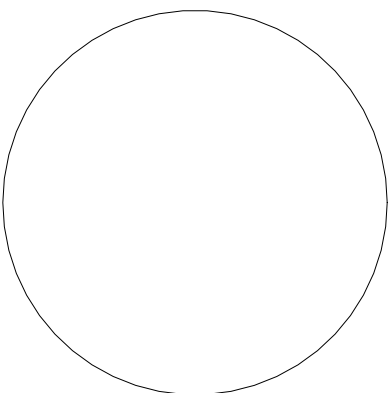
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KEY PLAN

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SHEET TITLE

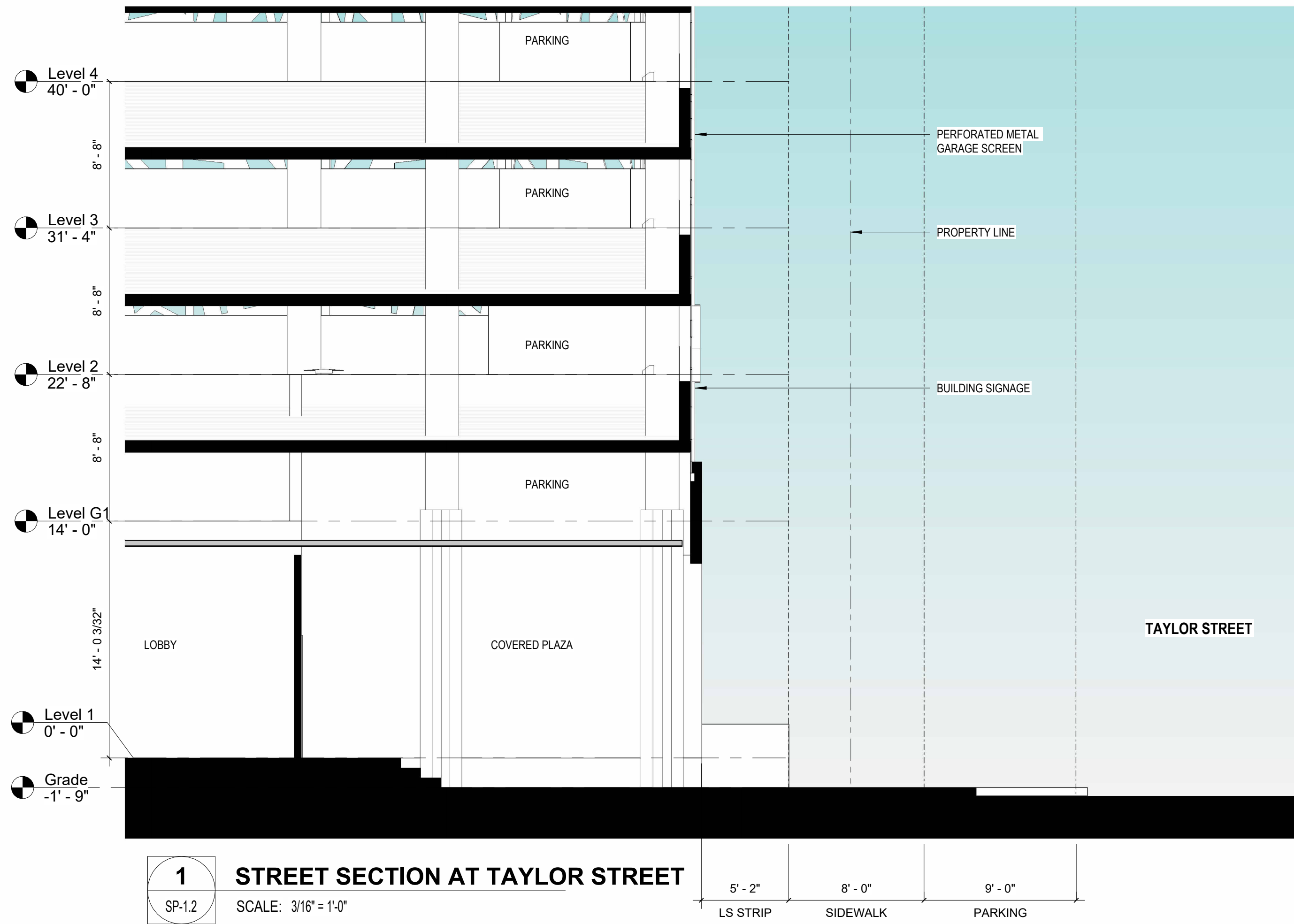
RENDERINGS

SHEET NUMBER

SP-01

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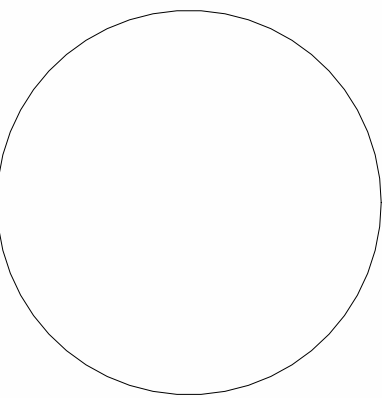
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SHEET TITLE

STREET SECTIONS

SHEET NUMBER

SP-1.2

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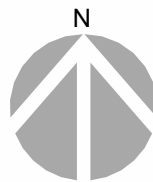
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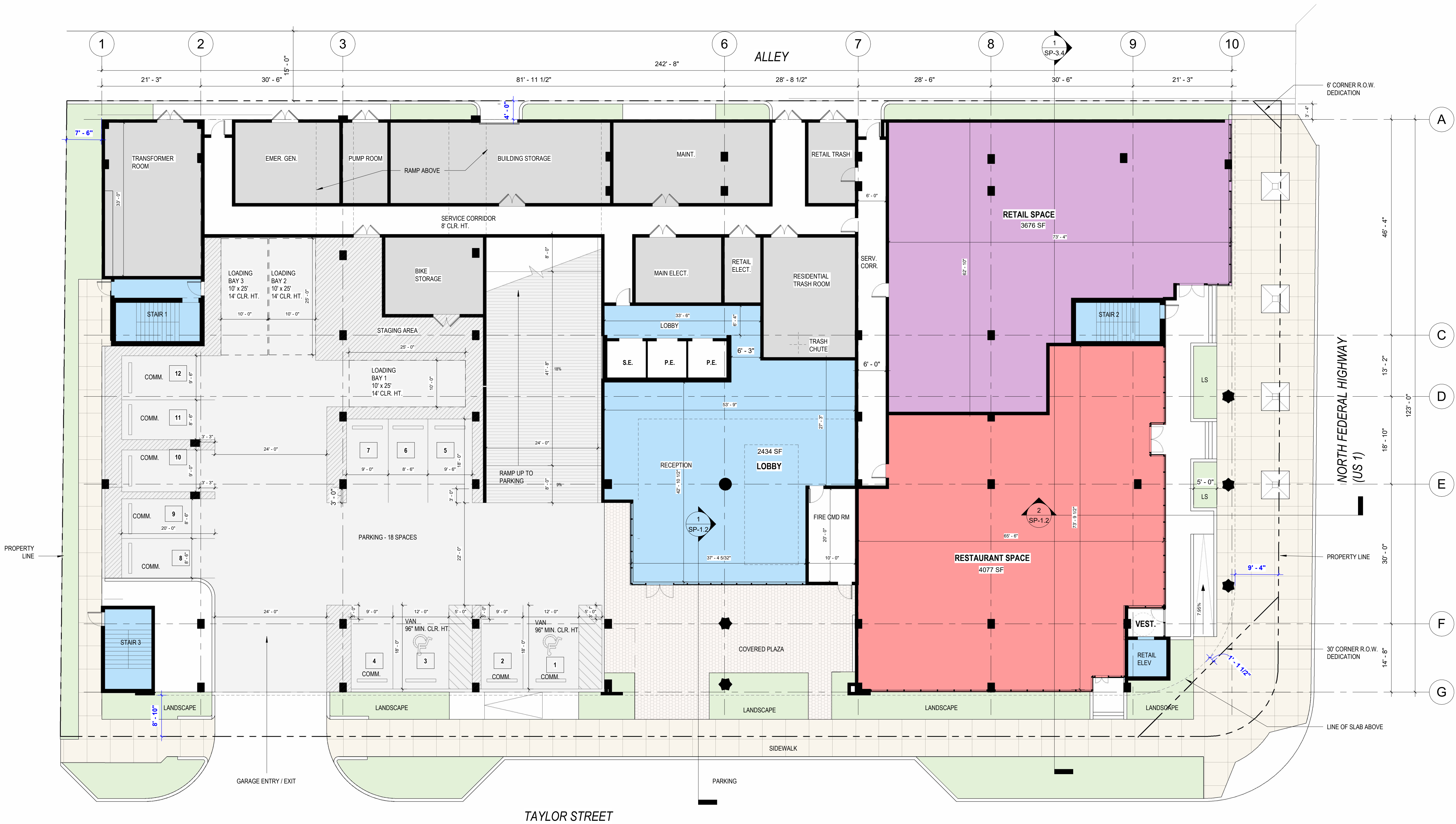
SHEET TITLE

GROUND LEVEL FLOOR  
PLAN

SHEET NUMBER

SP-2.0

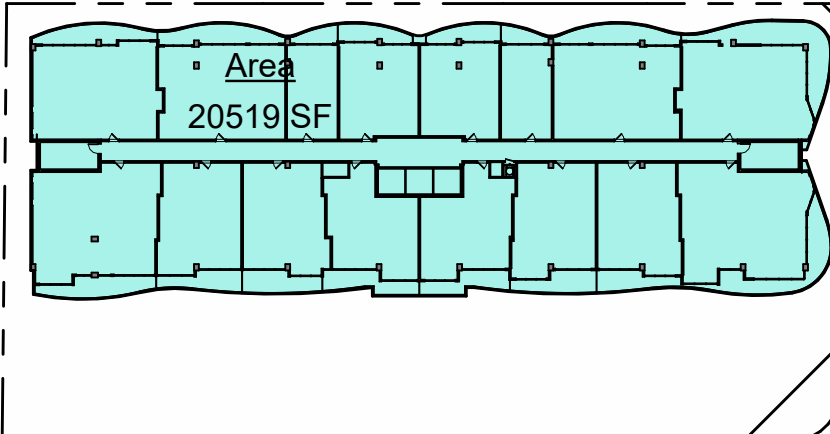
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PODIUM (LEVELS 1 -7):



TOWER (LEVELS 8 -22):



FLOORPLATE AREAS

PODIUM (LEVELS 1 -7):	29,851 SF
TOWER (LEVELS 8 -22):	20,519 SF
AVERAGE FLOORPLATE AREA:	23,488 SF

GROSS BUILDING AREAS

Name	TOTAL AREA
COMMERCIAL	7753 SF
COMMERCIAL BOH	549 SF
GARAGE	156219 SF
LOBBY	2588 SF
POOL DECK	11083 SF
RESIDENTIAL AMENITIES	9321 SF
RESIDENTIAL BOH	2375 SF
RESIDENTIAL COMMON	44798 SF
RESIDENTIAL UNIT	230717 SF
TERRACES	43168 SF
	508570 SF





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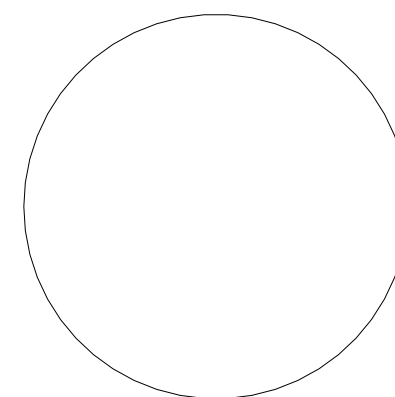
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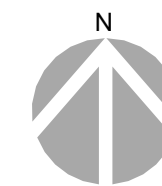
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SHEET TITLE

MEZZANINE LEVEL  
FLOOR PLAN

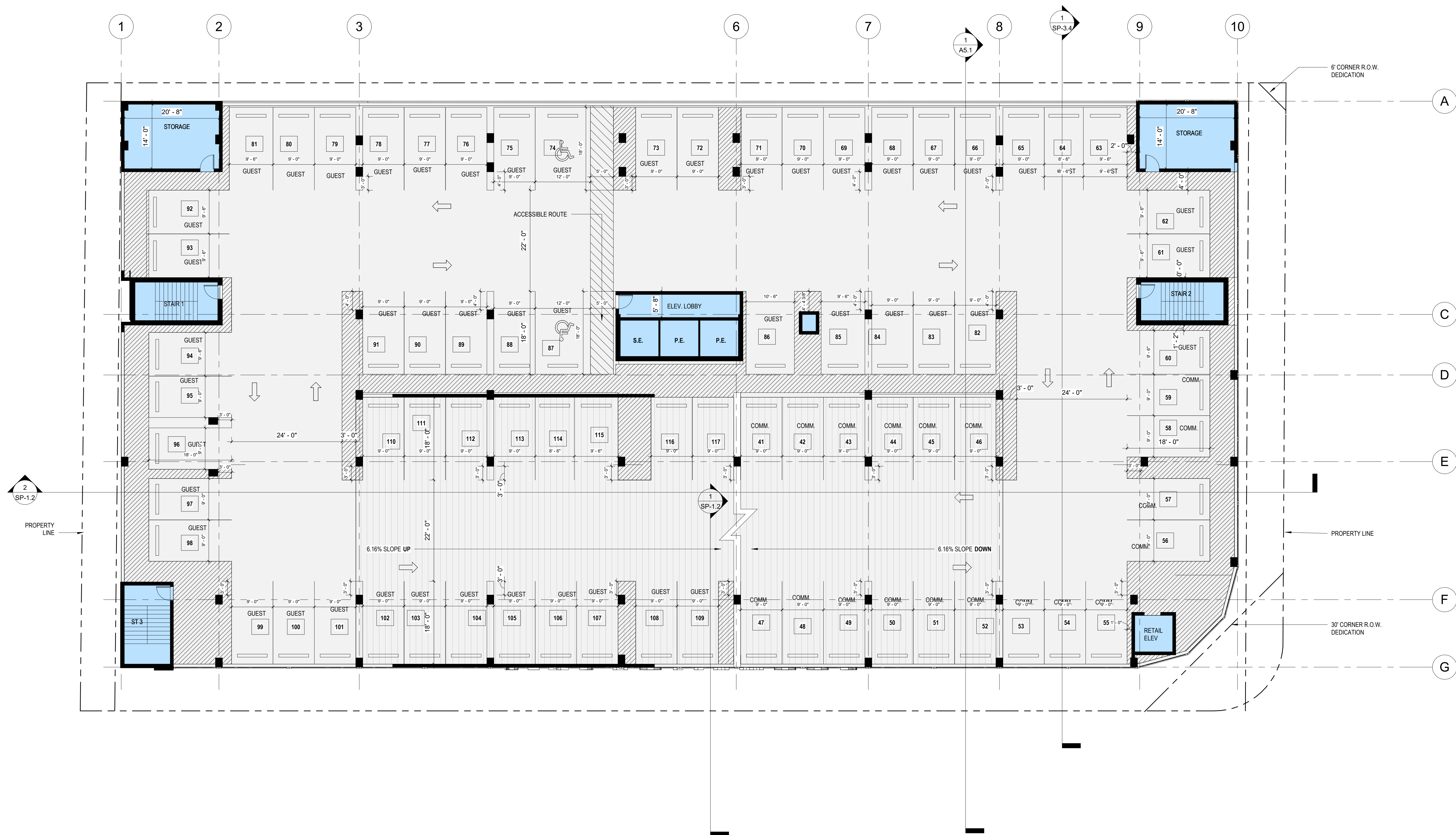
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SP-2.1

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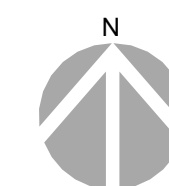
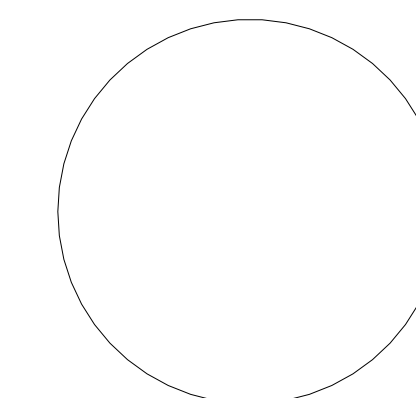
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SHEET TITLE

**PARKING LEVEL 2  
FLOOR PLAN**

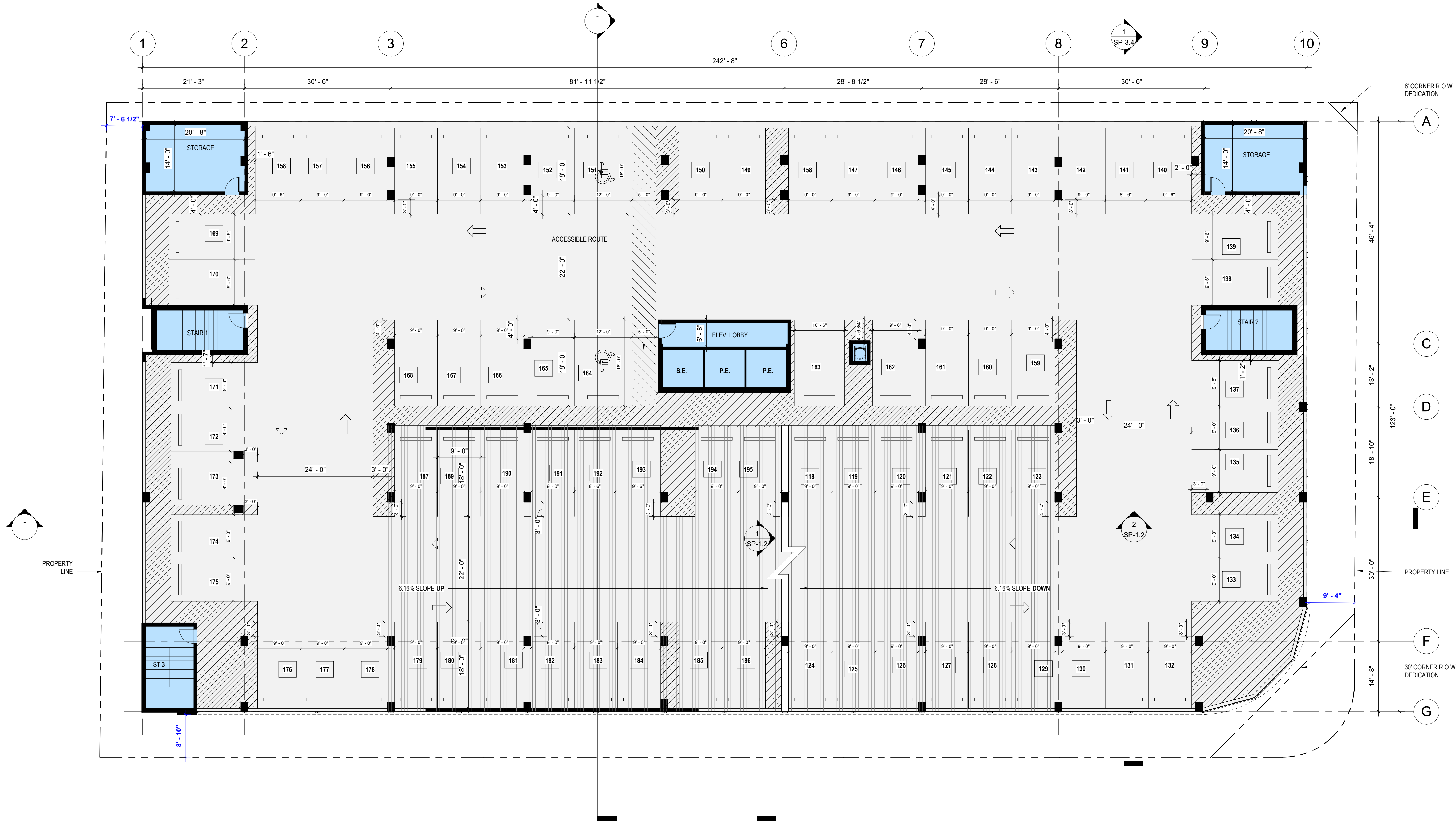
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**SP-2.1A**

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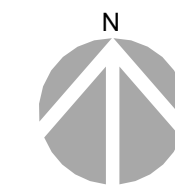
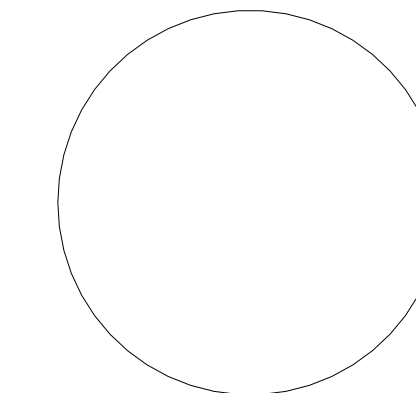
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SHEET TITLE

**PARKING LEVEL 3  
FLOOR PLAN**

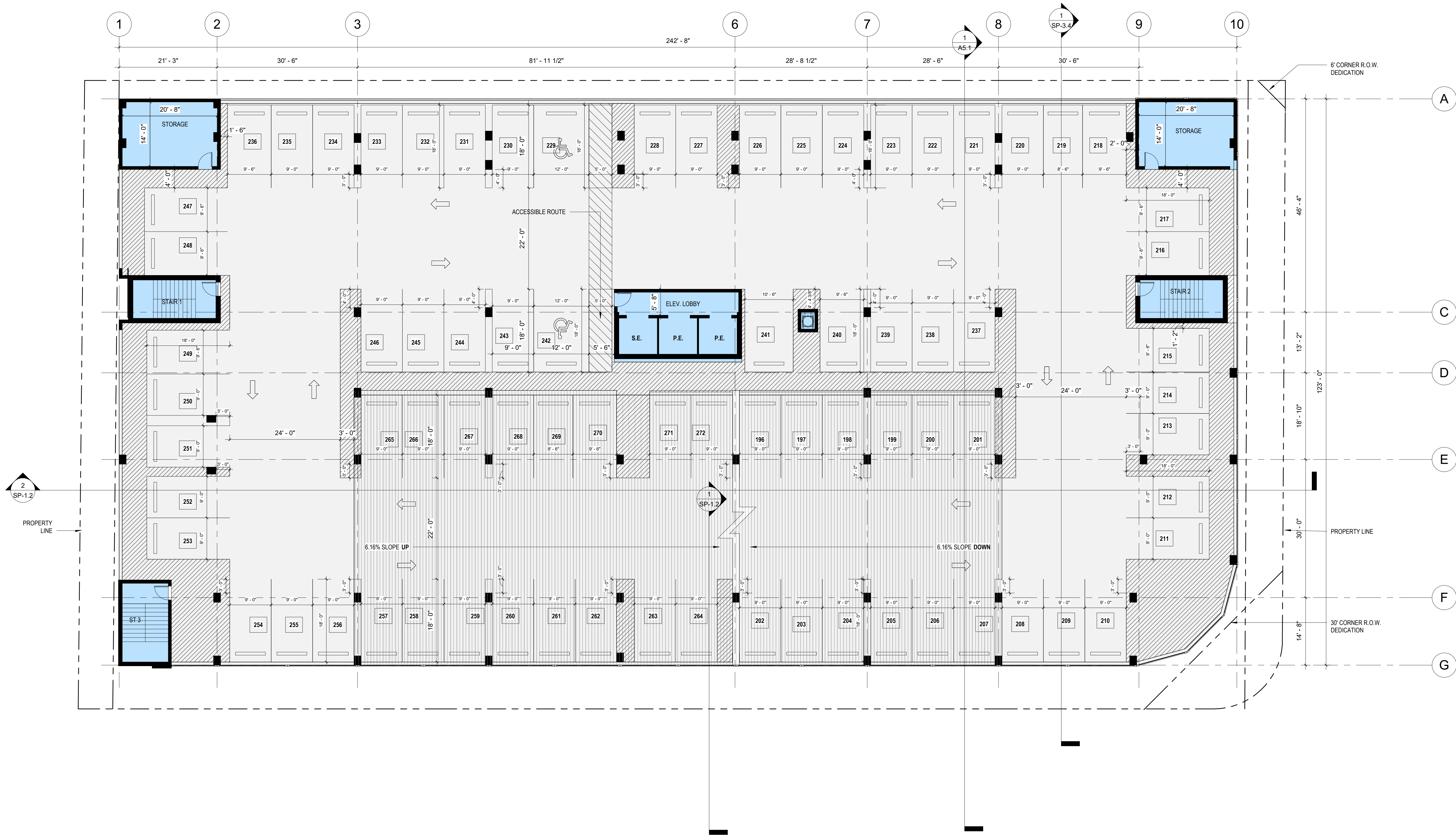
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**SP-2.2**

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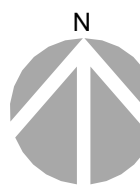
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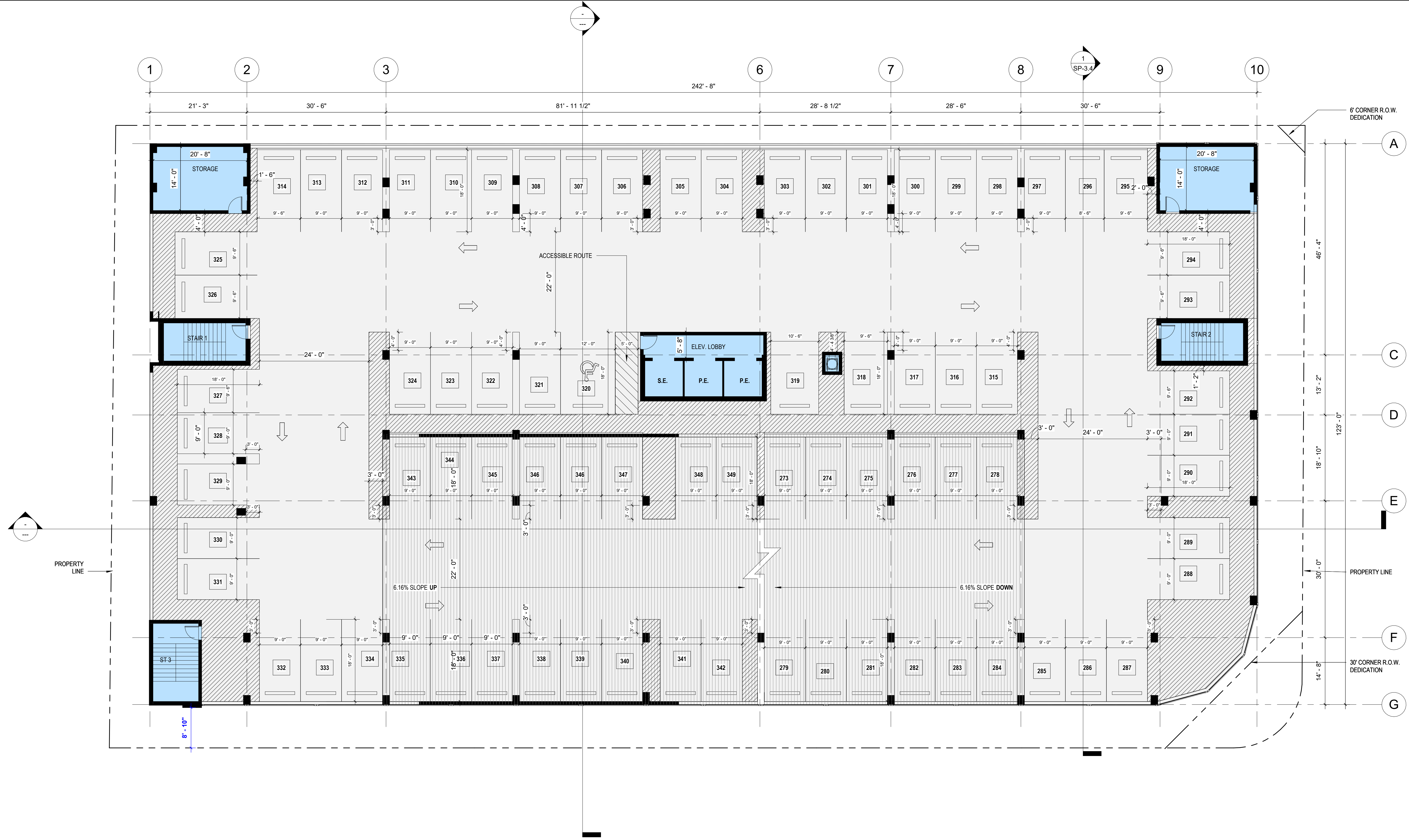
**PARKING LEVEL 4  
FLOOR PLAN**

SHEET NUMBER

**SP-2.2A**

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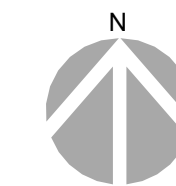
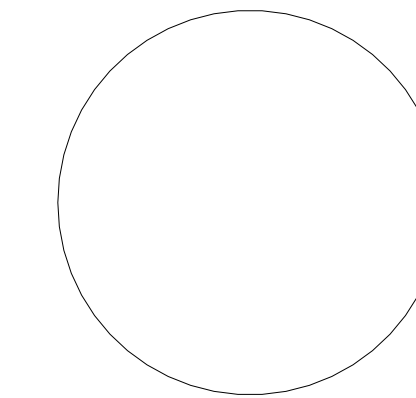
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SHEET TITLE

**PARKING LEVEL 5  
FLOOR PLAN**

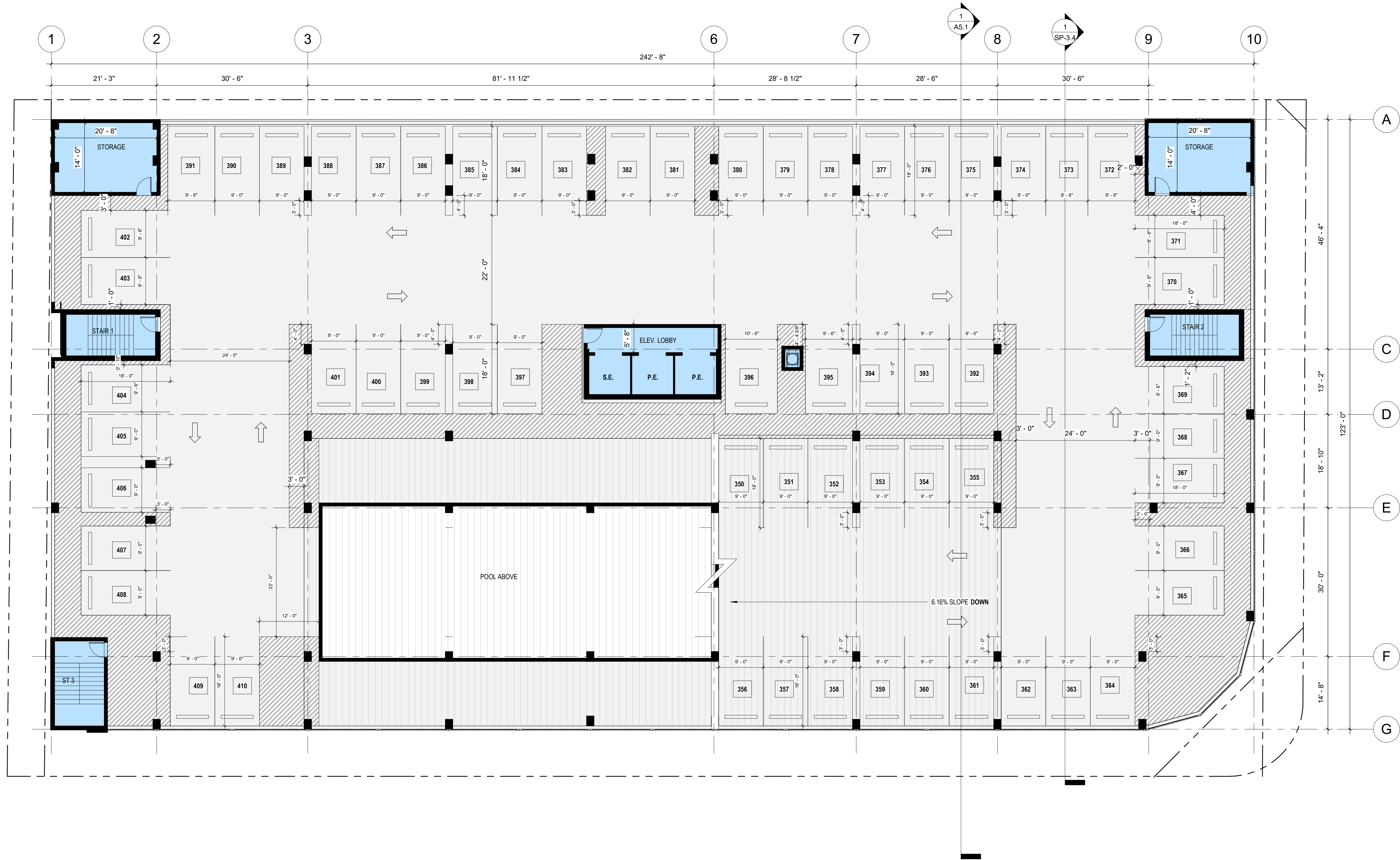
SHEET NUMBER

**SP-2.3**

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**1** **LEVEL 6**  
SP-2.3A SCALE: 3/32" = 1'-0"



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**1817 Taylor St.  
Development LLC**

NO.	DATE	REVISIONS

SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN



**11-16-2023**

Comm. Num.:	2218.00
Scale:	3/32" = 1'-0"
Drawn:	Author
Checked:	Checker

SHEET TITLE

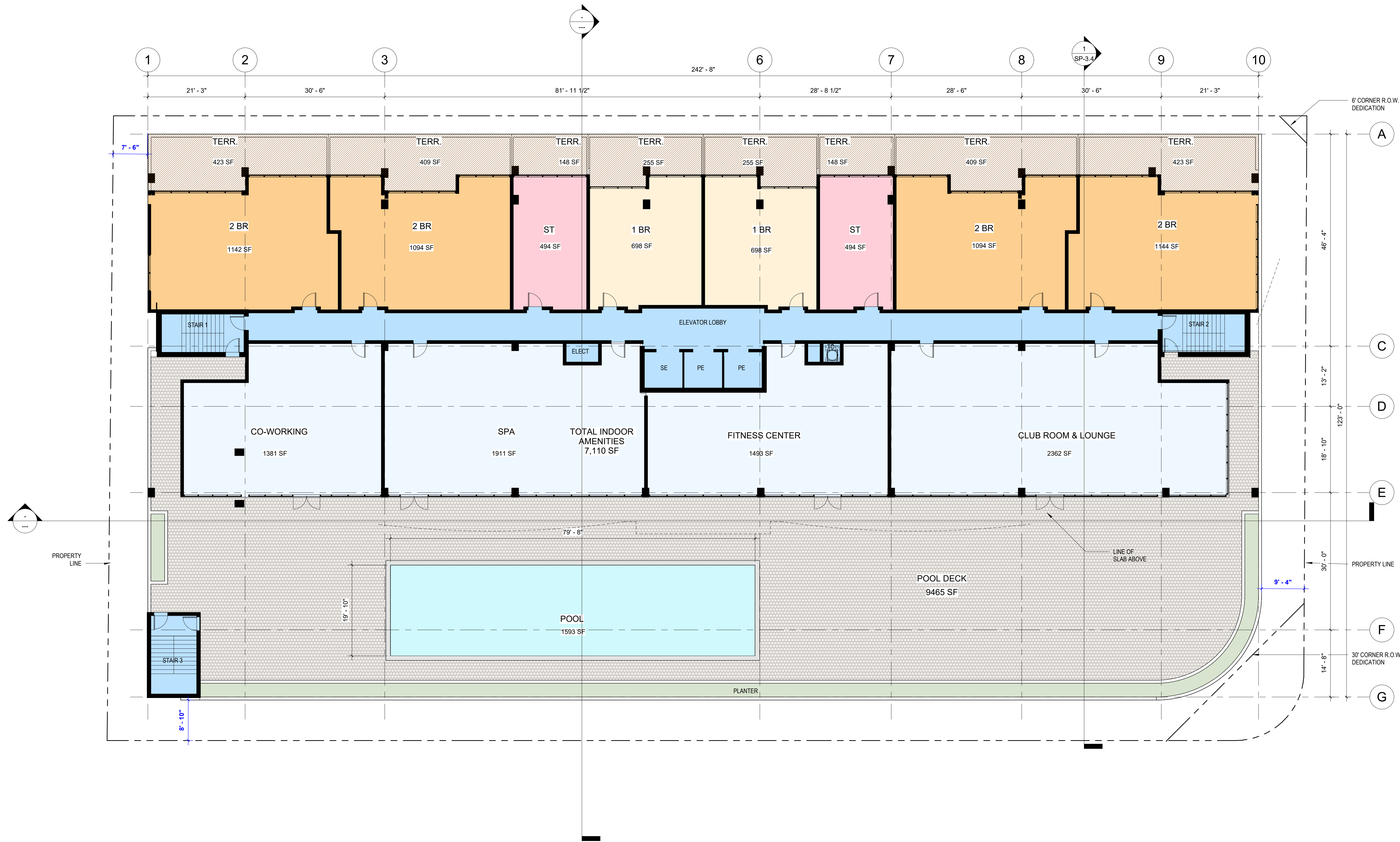
**PARKING LEVEL 6  
FLOOR PLAN**

SHEET NUMBER

**SP-2.3A**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS





ARCHITECT OF RECORD



BC ARCHITECTS AIA, INC.

75 VALENCIA AVENUE, SUITE 1000  
CORAL GABLES, FLORIDA 33143

Tel. 305.663.8182 Fax 305.663.8882

Firm License Number: AA0003360

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CONSULTANTS :

## STAR TOWER HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

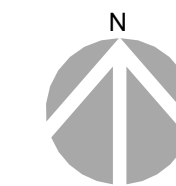
OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS

SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN



11-16-2023

Comm. Num.: 2218.00  
Scale: 3/32" = 1'-0"  
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SHEET TITLE

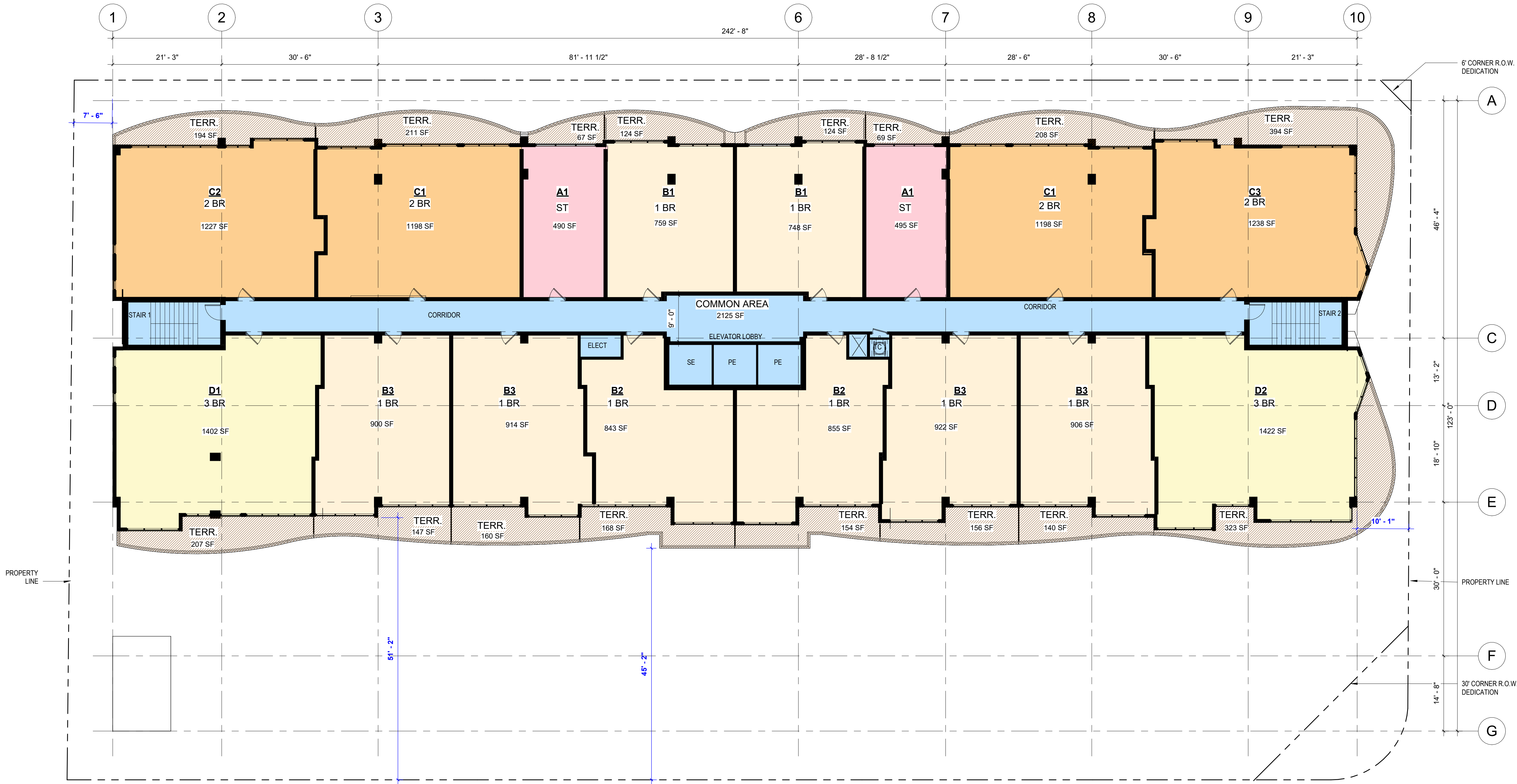
LEVEL 7 FLOOR PLAN

SHEET NUMBER

SP-2.4

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS





UNIT MATRIX

ARCHITECT OF RECORD



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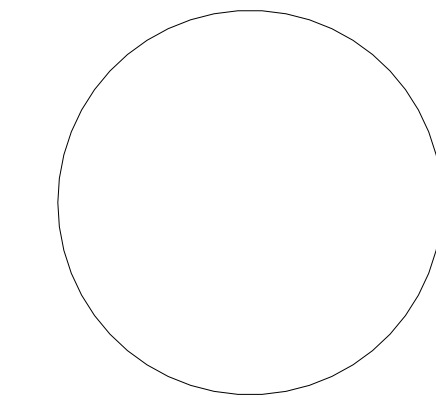
STAR TOWER  
HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS



SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN



11-16-2023

Comm. Num.: 2218.00  
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Checked: Checker

SHEET TITLE

TYPICAL LEVELS 8-22  
FLOOR PLAN

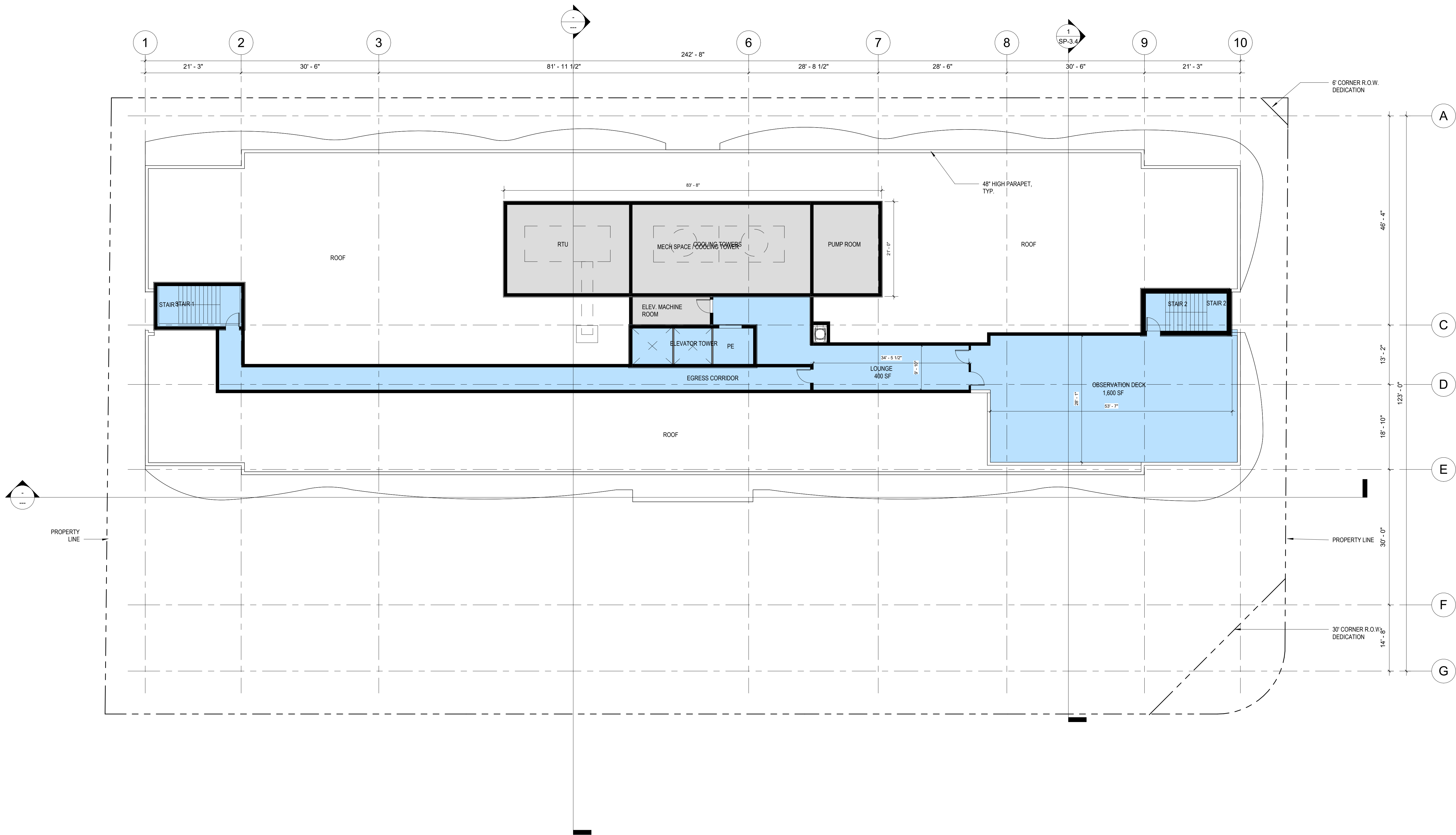
SHEET NUMBER

SP-2.5

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS



11/16/2023 3:04:07 PM



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## STAR TOWER HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS

SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN



11-16-2023

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SHEET TITLE

ROOF LEVEL FLOOR  
PLAN

SHEET NUMBER

SP-2.6

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS



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CONSULTANTS

**STAR TOWER**  
HOLLYWOOD

**410 N FEDERAL HWY**  
Hollywood, Florida 33020

OWNER:

NER: **1817 Taylor St.  
Development LLC**

[illegible]

**SIGNED BY:**  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

## KEY PLAN

11-16-2023

Comm. Num.:	2218.00
Scale:	3/32" = 1'-0"
Drawn:	Author
Checked:	Checker

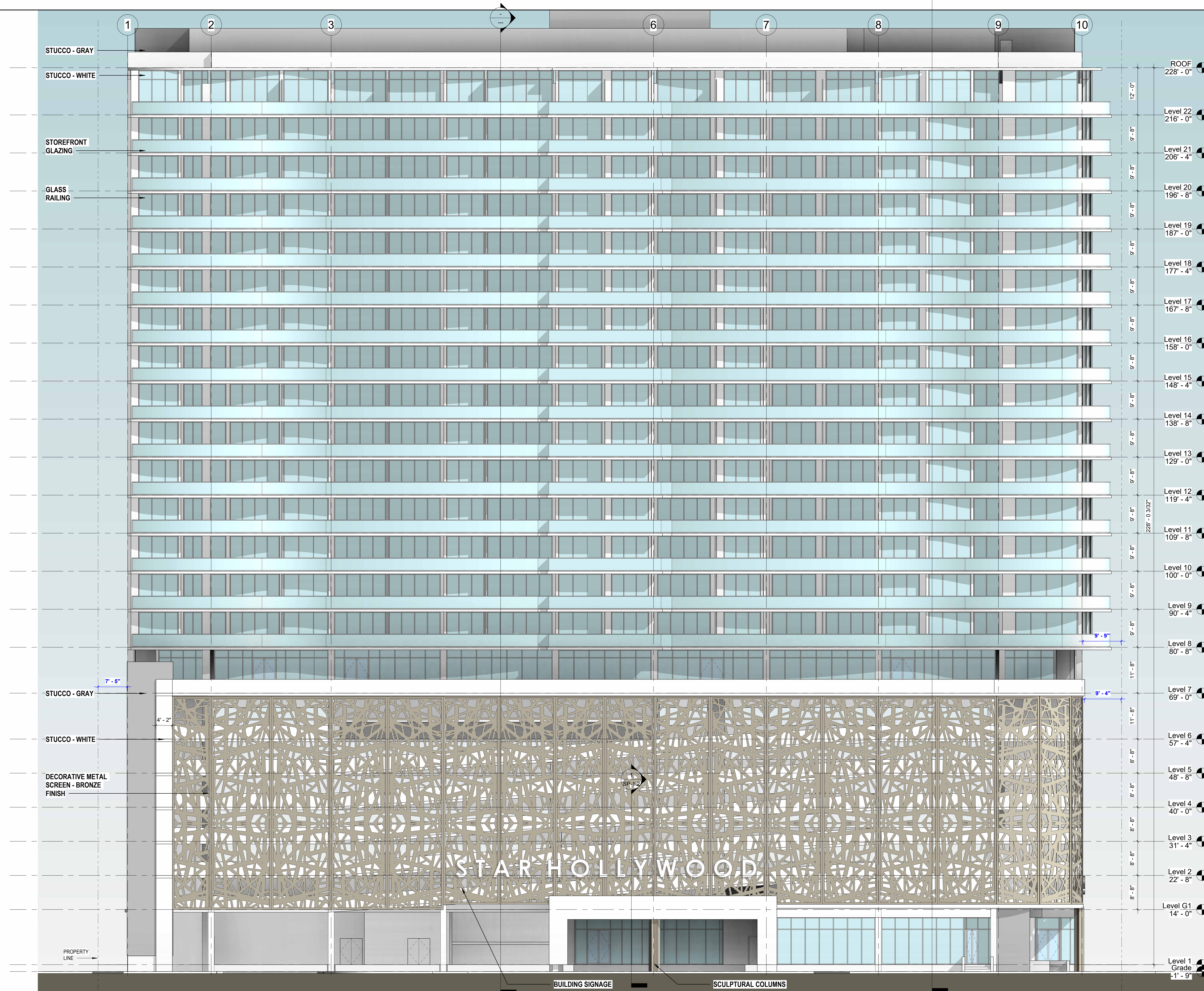
SHEET TITLE

**SOUTH ELEVATION -  
TAYLOR STREET**

SHEET NUMBER

## SP-3.0

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS





75 VALENCIA AVENUE, SUITE 1000  
CORAL GABLES, FLORIDA 33143

el. 305.663.8182 Fax 305.663.8882

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CONSULTANTS :

# STAR TOWER HOLLYWOOD

**410 N FEDERAL HWY**  
Hollywood, Florida 33020

**OWNER:**

**1817 Taylor St.  
Development LLC**

[illegible]

**SIGNED BY:**  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

## KEY PLAN

11-16-2023

Comm. Num.:	2218.00
Scale:	3/32" = 1'-0"
Drawn:	Author
Checked:	Checker

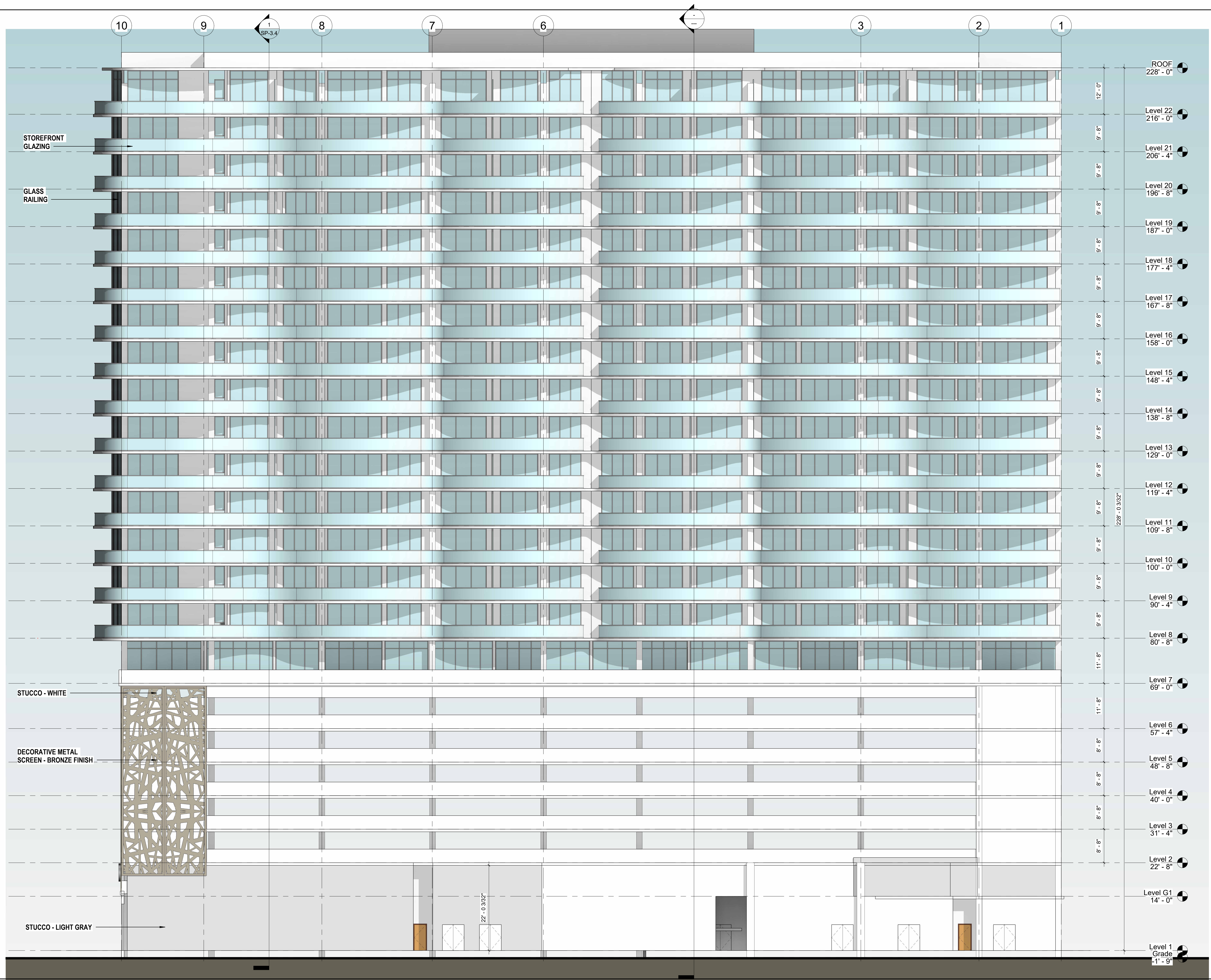
SHEET TITLE

### NORTH ELEVATION

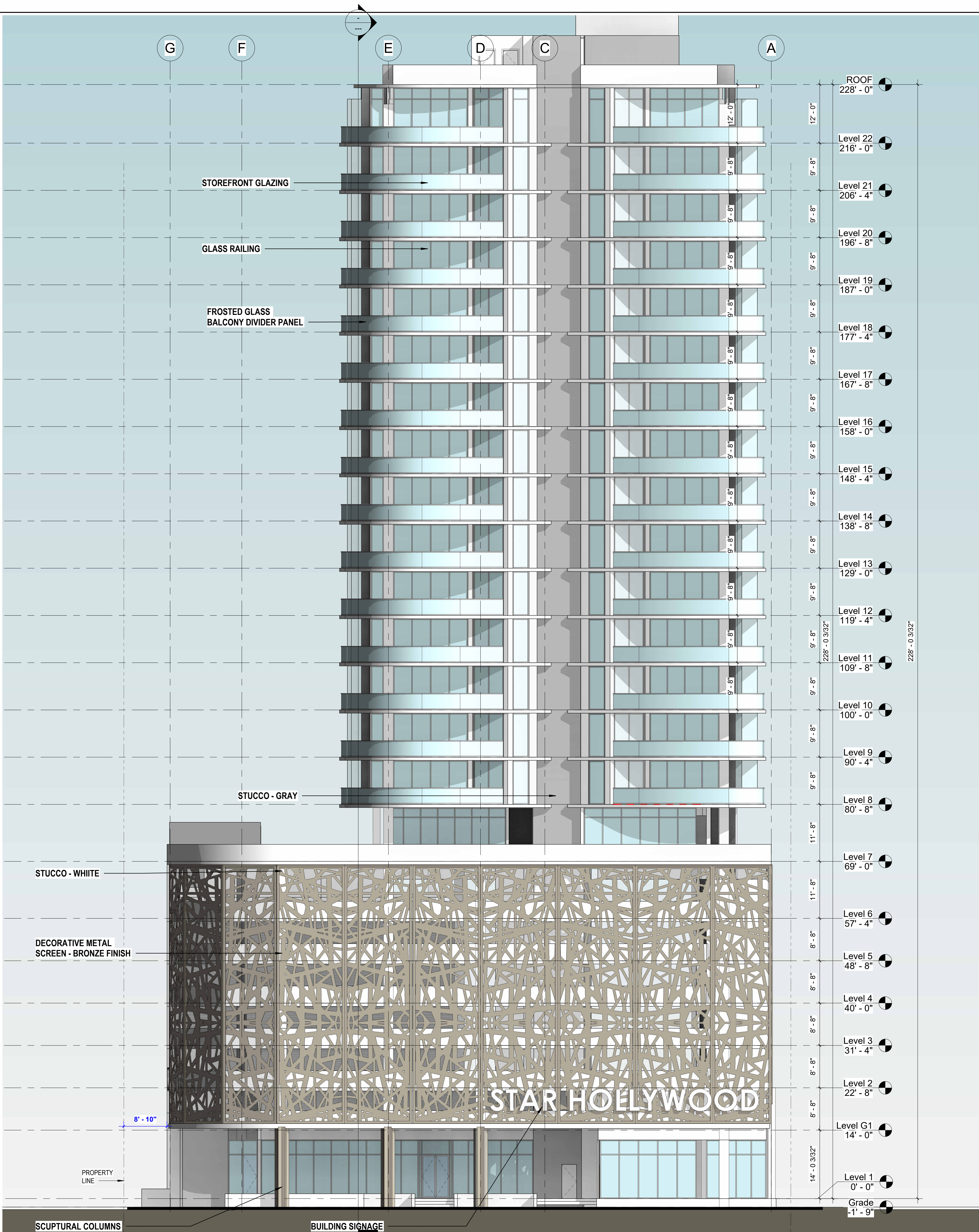
SHEET NUMBER

## SP-3.1

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY WITH THE MINIMUM STANDARDS OF THE APPLICABLE BUILDING CODES AND LIFE SAFETY STANDARDS







ARCHITECT OF RECORD



BC ARCHITECTS AIA, INC.

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CONSULTANTS :

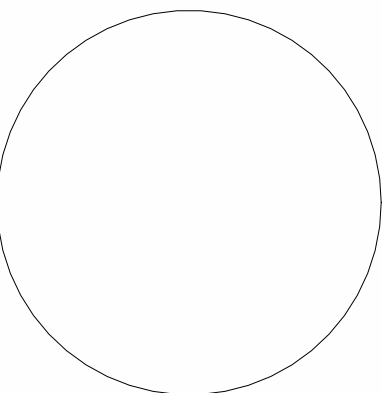
## STAR TOWER HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS



SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN

11-16-2023

Comm. Num.: 2218.00  
Scale: 3/32" = 1'-0"  
Drawn: Author  
Checked: Checker

SHEET TITLE

EAST ELEVATION -  
FEDERAL HIGHWAY  
(US1)

SHEET NUMBER

SP-3.2

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
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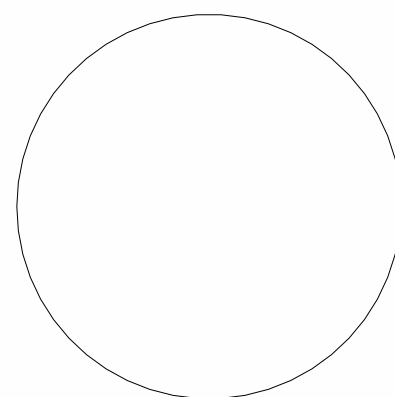
## CONSULTANTS

**STAR TOWER**  
HOLLYWOOD

**410 N FEDERAL HWY**  
Hollywood, Florida 33020

OWNER:

**1817 Taylor St.  
Development LLC**

[illegible]

**SIGNED BY:**  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

### KEY PLAN

11-16-2023

Comm. Num.:	2218.00
Scale:	3/32" = 1'-0"
Drawn:	Author
Checked:	Checker

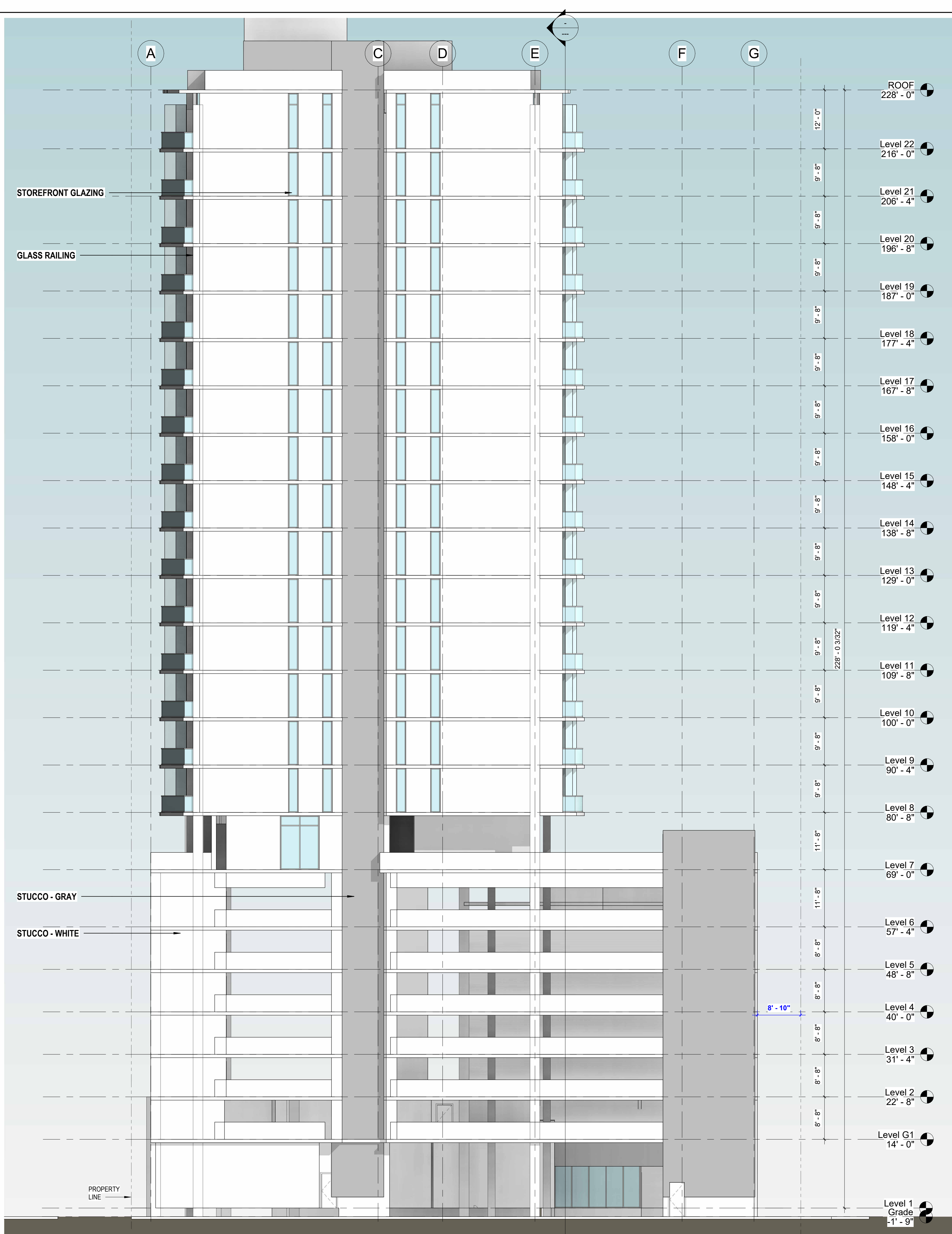
SHEET TITLE

## WEST ELEVATION

SHEET NUMBER

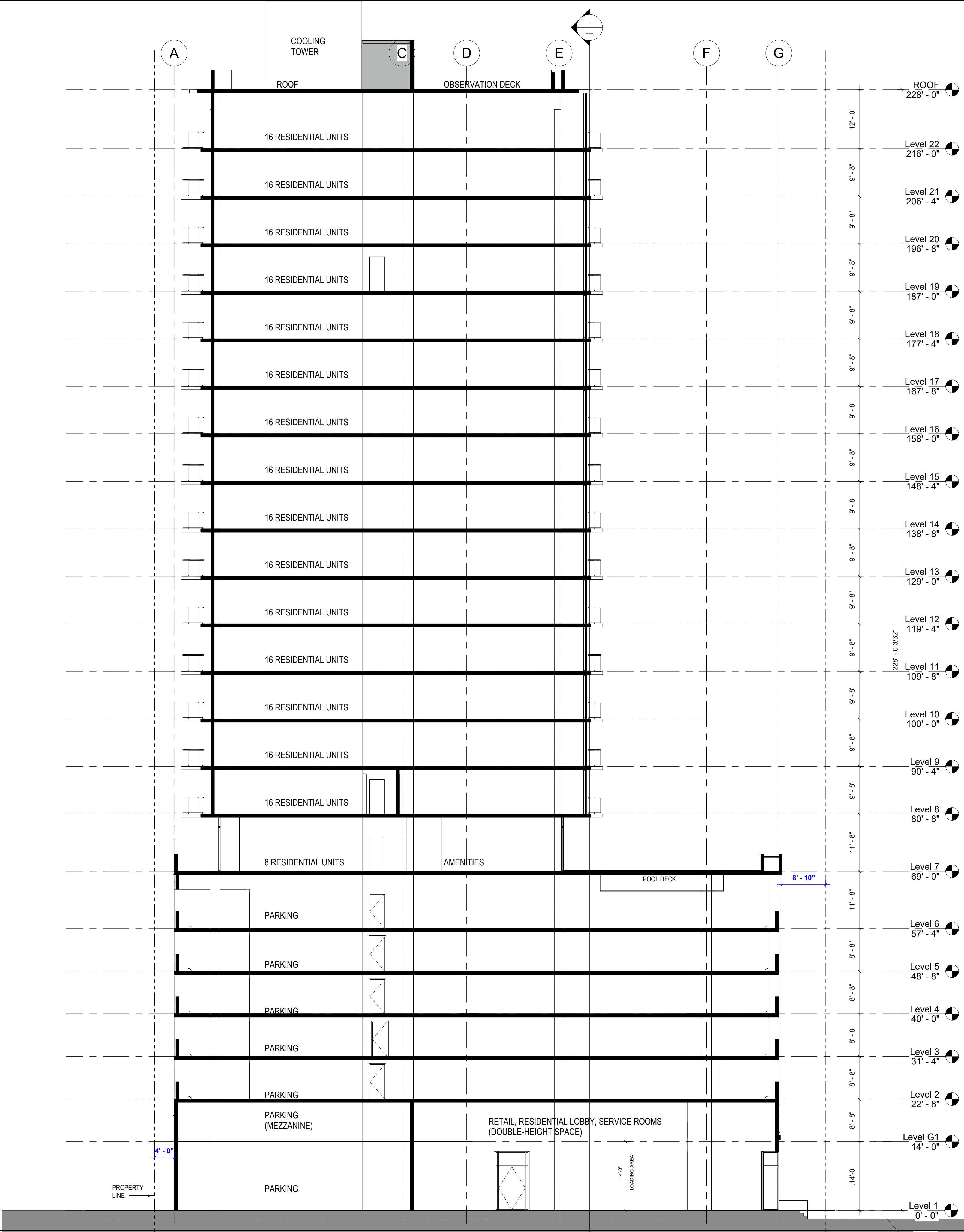
## SP-3.3

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS





11/16/2023 3:12:00 PM



ARCHITECT OF RECORD



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CONSULTANTS :

## STAR TOWER HOLLYWOOD

410 N FEDERAL HWY  
Hollywood, Florida 33020

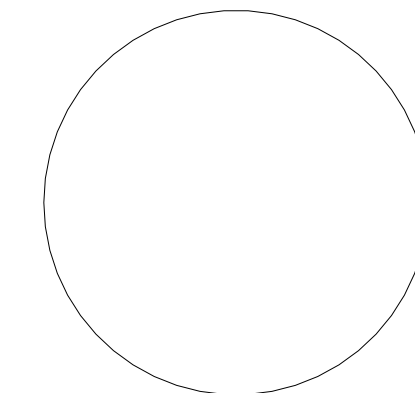
OWNER:

1817 Taylor St.  
Development LLC

NO.	DATE	REVISIONS

SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN



11-16-2023

Comm. Num.: 2218.00  
Scale: 3/32" = 1'-0"  
Drawn: Author  
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SHEET TITLE

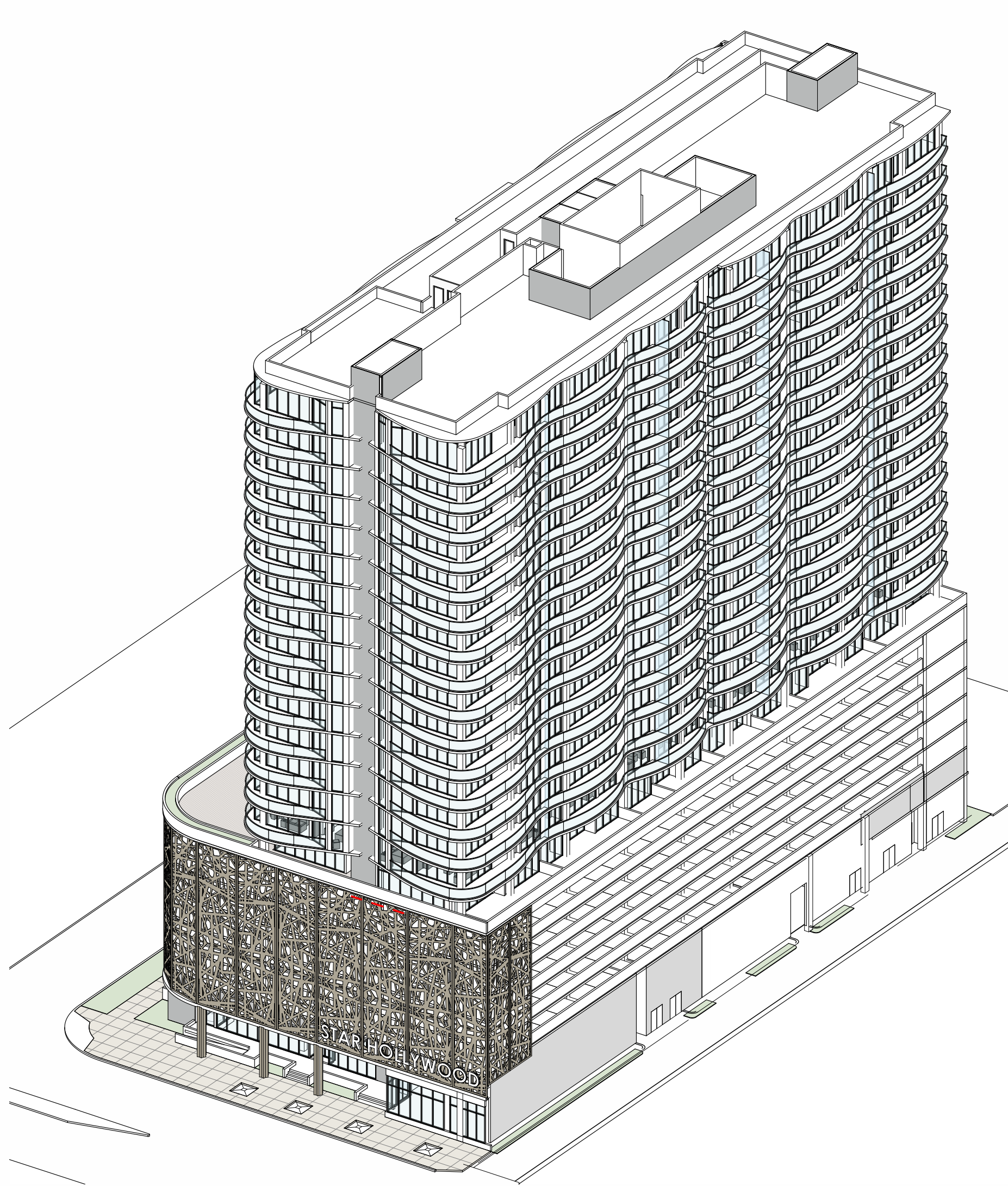
**BUILDING SECTION**

SHEET NUMBER

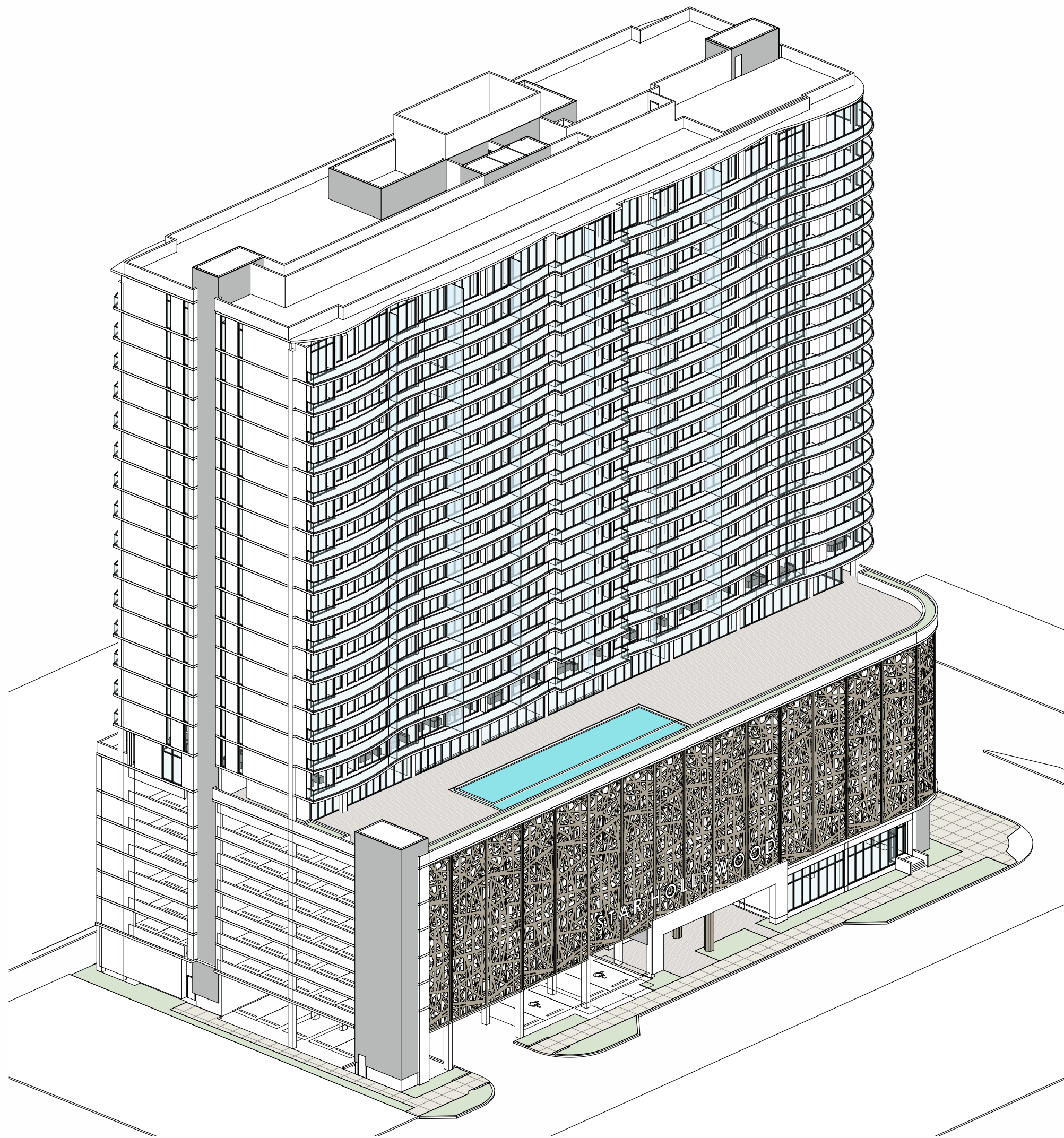
**SP-3.4**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS

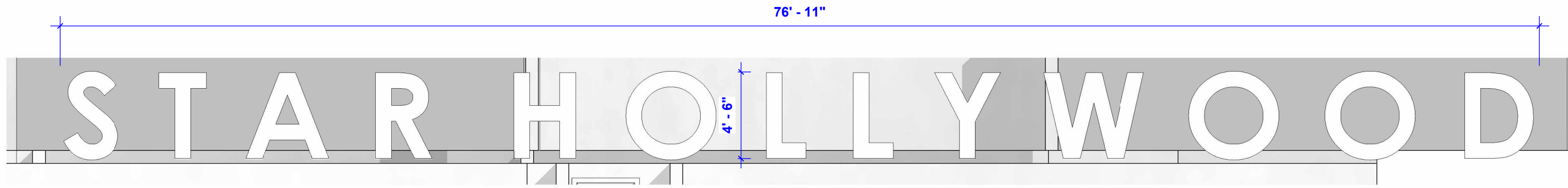




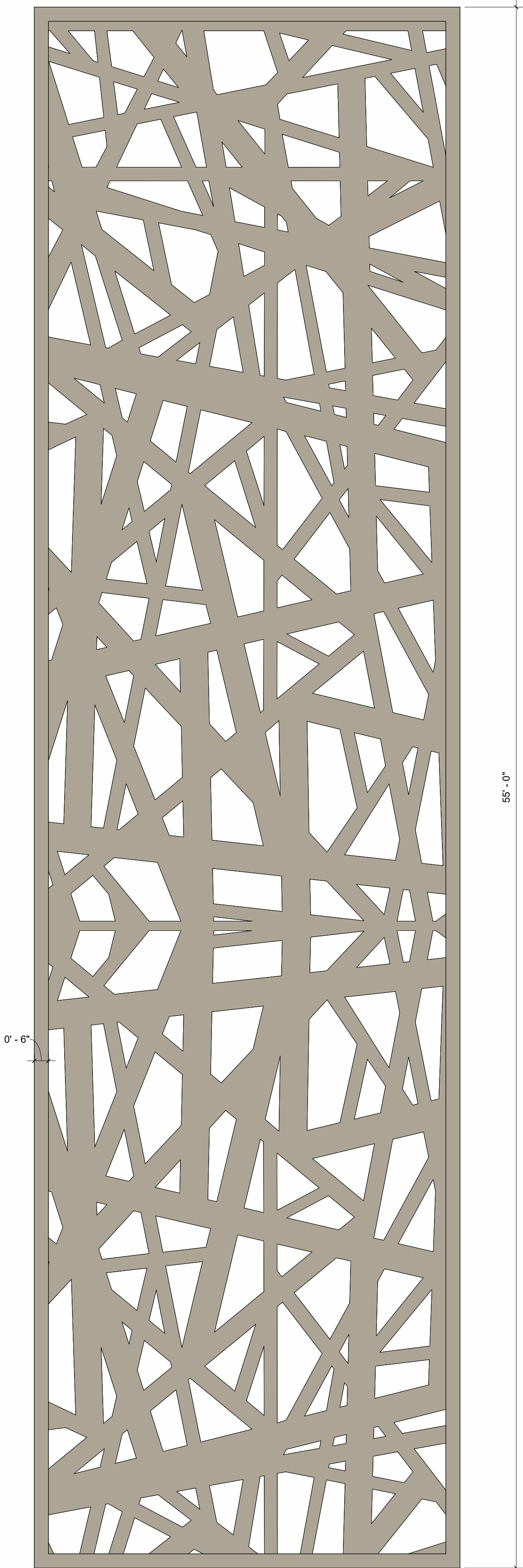
**1** NORTHEAST VIEW  
SP-3.5 SCALE:



**2** SOUTHWEST VIEW  
SP-3.5 SCALE:



**3** SIGNAGE DIMENSIONS  
SP-3.5 SCALE: 3/16" = 1'-0"



**METAL GARAGE SCREEN DETAIL**  
SCALE: 3/8" = 1'-0"

ARCHITECT OF RECORD



BC ARCHITECTS AIA, INC.

75 VALENCIA AVENUE, SUITE 1000  
CORAL GABLES, FLORIDA 33143

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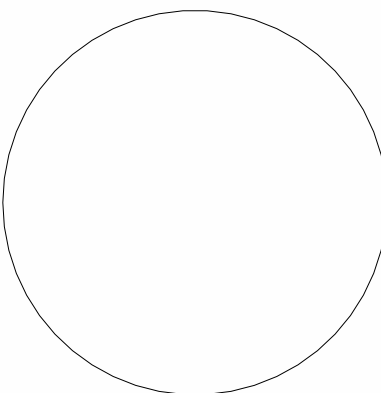
**STAR TOWER  
HOLLYWOOD**

**410 N FEDERAL HWY**  
Hollywood, Florida 33020

OWNER:

**1817 Taylor St.  
Development LLC**

NO.	DATE	REVISIONS



SIGNED BY:  
VANESSA A. JIMENEZ  
FLORIDA ARCHITECT

KEY PLAN

**11-16-2023**

Comm. Num.:

2218.00

Scale:

As indicated

Drawn:

Author

Checked:

Checker

SHEET TITLE

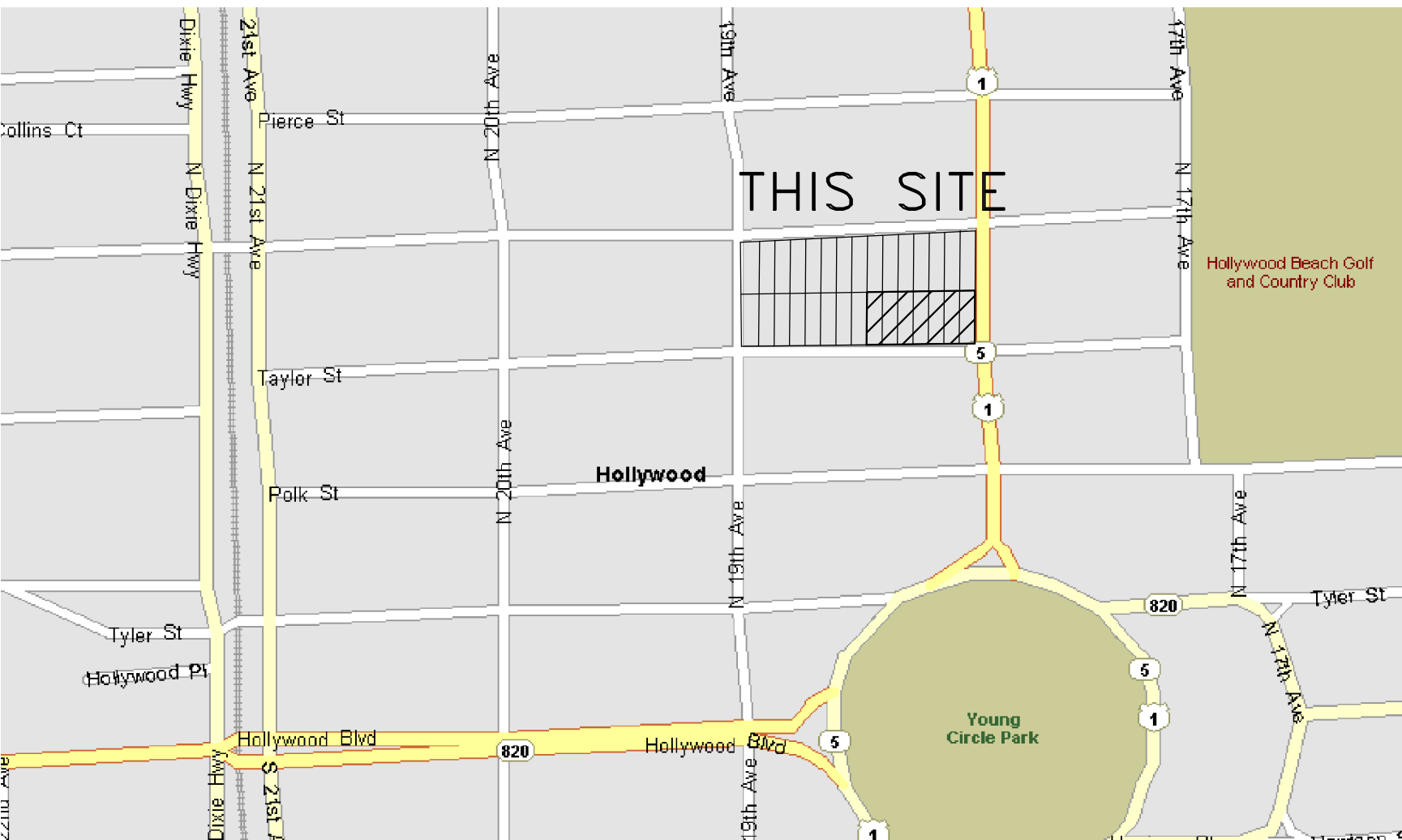
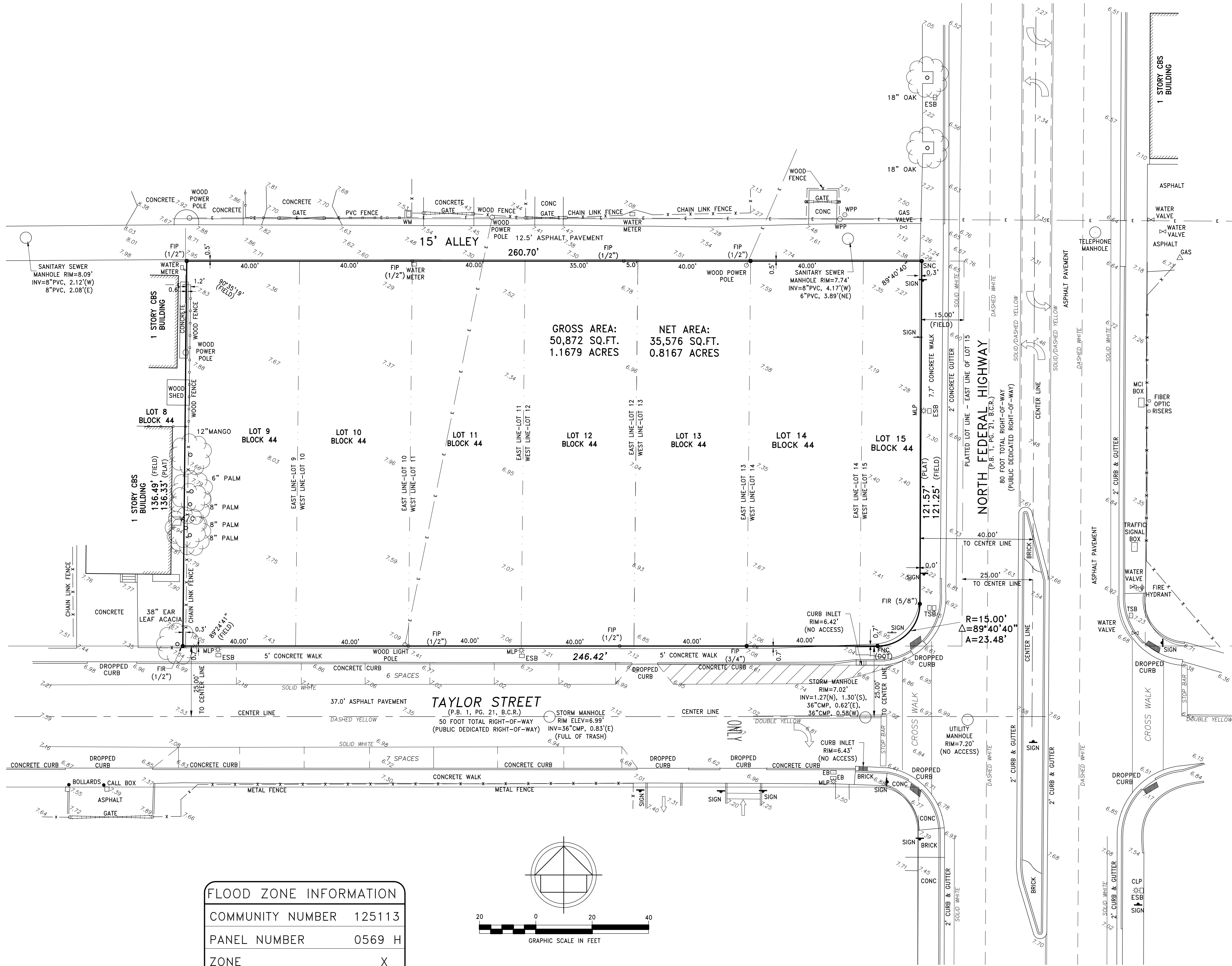
**BUILDING DETAILS AND  
MATERIALS**

SHEET NUMBER

**SP-3.5**

TO THE ARCHITECT'S KNOWLEDGE, THESE PLANS COMPLY  
WITH THE MINIMUM STANDARDS OF THE APPLICABLE  
BUILDING CODES AND LIFE SAFETY STANDARDS





LOCATION MAP (NTS)

NOTES :

- 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
- 2. SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE CERTIFICATION SHOWN HEREON TO THE EXTENT RELATING TO THE EXISTENCE OF EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD IS BASED UPON THE OWNERSHIP & ENCUMBRANCES REPORTS, LISTED HEREON, ISSUED BY ATTORNEYS' TITLE FUND SERVICES, LLC.
  - a) (FUND FILE NO.: 10-2014-109061)-EFFECTIVE DATE FROM JULY 30, 2010 TO OCTOBER 6, 2014.
  - b) (FUND FILE NO.: 10-2014-109062)-EFFECTIVE DATE FROM JULY 30, 2010 TO NOVEMBER 8, 2013.
  - c) (FUND FILE NO.: 10-2014-109063)-EFFECTIVE DATE FROM JULY 30, 2010 TO OCTOBER 6, 2014.THERE ARE NO PLOTTABLE ENCUMBRANCES
- 3. THIS SURVEY WAS DONE SOLEY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
- 4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
- 5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
- 6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- 7. BENCHMARK DESCRIPTION : CITY OF HOLLYWOOD BENCHMARK @ TAYLOR STREET & 18TH AVENUE. ELEVATION = 9.55'(NGVD29) - 8.04'(NAVD88)
- 8. NET AREA (TO R/O/W LINES & PROPERTY LINES) = 35,576 SQ.FT. (0.8167 ACRES)  
GROSS AREA (TO CENTERLINE OF R/O/W) = 50,872 SQ.FT. (1.1679 ACRES)

SURVEYOR'S CERTIFICATION

THAT (A) THIS SURVEY WAS PREPARED UNDER MY SUPERVISION; (B) THE LEGAL DESCRIPTION OF THE PROPERTY AS SET FORTH HEREIN, AND THE LOCATION OF ALL IMPROVEMENTS, FENCES, EASEMENTS, ROADWAYS, RIGHTS OF WAY AND SETBACK LINES WHICH ARE EITHER VISIBLE OR OF RECORD IN BROWARD COUNTY, FLORIDA (ACCORDING TO OWNERSHIP AND ENCUMBRANCES REPORTS; FUND FILE NUMBER: 10-2014-109061, FROM JULY 30, 2010 TO OCTOBER 6, 2014. (FUND FILE NO.: 10-2014-109062)-EFFECTIVE DATE FROM JULY 30, 2010 TO NOVEMBER 8, 2013, AND (FUND FILE NO.: 10-2014-109063)-EFFECTIVE DATE FROM JULY 30, 2010 TO OCTOBER 6, 2014.), ARE ACCURATELY REFLECTED HEREON; AND (C) THIS SURVEY ACCURATELY DEPICTS THE STATE OF FACTS AS THEY APPEAR ON THE GROUND. THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION ("ALTA"), THE AMERICAN CONGRESS ON SURVEYING AND MAPPING ("ACSM") AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS ("NSPS") IN 2011, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 7(C), 8, 9, 11 (A), 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT:

THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS"

DATED: 07/03/23 FOR THE FIRM BY: *Richard E. Cousins*  
RICHARD E. COUSINS  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION No. 4188.

LAND DESCRIPTION:  
LOTS 9, 10, 11, 12, 13, 14 AND 15 LESS THE EAST 15.00 FEET AND THAT PART INCLUDED IN THE EXTERNAL AREA FORMED BY A 15.00 FOOT RADIUS ARC WHICH IS TANGENT TO THE SOUTH LINE OF SAID LOT 15 AND TANGENT TO A LINE WHICH IS 15.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 15, BLOCK 44, OF "TOWN OF HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COUSINS SURVEYORS & ASSOCIATES, INC.  
3921 SW 47TH AVENUE, SUITE 1011  
DAVIE, FLORIDA 33314  
CERTIFICATE OF AUTHORIZATION : LB # 6448  
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :  
JED EQUITIES, LLC

ALTA/ACSM LAND TITLE SURVEY  
TAYLOR STREET & NORTH FEDERAL HIGHWAY,  
HOLLYWOOD, FL

REVISIONS	DATE	FB/PG	DWN	CKD
UPDATED SURVEY	09/30/13	SKETCH	JD	REC
UPDATED ALTA/ACSM LAND TITLE SURVEY	10/08/14	SKETCH	JD	REC
ADDITIONAL LOCATION	11/17/14	SKETCH	JD	REC
ADDITIONAL ELEVATIONS AND INVERT INFORMATION	09/19/15	SKETCH	JD	REC
ADDED CERTIFICATIONS	03/29/22	-----	AC	REC
UPDATE SURVEY	06/29/22	SKETCH	JD	REC

REVISIONS	DATE	FB/PG	DWN	CKD
UPDATED SURVEY	07/03/23	SKETCH	JD	REC

PROJECT NUMBER : 4816-04

SCALE : 1" = 20'

SHEET 1 OF 1 SHEET

LEGEND

- |        |                           |        |  |
|--------|---------------------------|--------|--|
| BCR    | BROWARD COUNTY RECORDS    | SIR    | SET IRON ROD & CAP #6448                 |
| CKD    | CHECKED BY                | FND    | FOUND NAIL & DISC                        |
| DWN    | DRAWN BY                  | ALTA   | AMERICAN LAND TITLE ASSOCIATION          |
| FB/PG  | FIELD BOOK AND PAGE       | ACSM   | AMERICAN CONGRESS ON SURVEYING & MAPPING |
| FIP    | FOUND IRON PIPE           | CB     | CATCH BASIN                              |
| FIR    | FOUND IRON ROD            | B.C.R. | BROWARD COUNTY RECORDS                   |
| ORB    | OFFICIAL RECORDS BOOK     | -X-    | WOOD/CHAIN LINK FENCE                    |
| PB     | PLAT BOOK                 | WPP    | WOOD POWER POLE                          |
| PG     | PAGE                      | CLP    | CONCRETE LIGHT POLE                      |
| SQ.FT. | SQUARE FEET               | MLP    | METAL LIGHT POLE                         |
| △      | CENTRAL ANGLE             | CPP    | CONCRETE POWER POLE                      |
| R      | RADIUS                    | ESB    | ELECTRIC SERVICE BOX                     |
| A      | ARC DISTANCE              | -E-    | OVERHEAD UTILITY LINES                   |
| -///-  | NON VEHICULAR ACCESS LINE | UNK    | UNKNOWN TREE TYPE                        |



City of Hollywood

Development Services Planning Division

Technical Advisory Committee Report

**File Number 22-DJP-62**

**1817 Taylor St Development LLC**

**OWNERSHIP & ENCUMBRANCE REPORT**

**Legal Description of Property**

Lots 9, 10, 11, 12, 13, 14 and Lot 15 less the East 15 feet and that part included in the external area formed by a 15 foot radius arc which is tangent to the South line of said Lot 15 and tangent to a line which is 15 feet West of and parallel to the East line of said Lot 15, Block 44, TOWN OF HOLLYWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.

**Current Owners**

1817 Taylor St Development LLC, a Delaware limited liability company, by virtue of a Special Warranty Deed recorded on April 5, 2022 in Instrument #118056815 of the Official Records of Broward County, Florida.

**Mortgages** (exhibits attached)

Commercial Mortgage and Security Agreement, executed by 1817 Taylor St Development LLC, a Delaware limited liability company, in favor of Konkreta Financial LLC, a Florida limited liability company, dated May 9, 2023, in the original principal amount of \$3,350,000, recorded on May 9, 2023 in Instrument #118844685 of the Official Records of Broward County, Florida.



**Santiago J Teran, Esq.**

+1 (347) 946-7990  
santiago@sjteran.com  
2125 Biscayne Blvd Ste 206  
Miami, FL 33137



**Encumbrances** (exhibits attached)

Terms, conditions, provisions, covenants and other matters as set forth in the City of Hollywood Development Review Board Resolution No. 4-DV-79 recorded August 31, 2006, in the Official Records Book 42682, Page 1020.

Encumbrances abutting the property boundary necessary for legal access to the property:  
N/A.

**Certification:** This Ownership & Encumbrance Report is a search limited to the Official Records Books as defined in §§28.001(1), 28.222, Fla. Stats., from earliest public records to June 29, 2023 at 5:00 p.m. This 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 §627.7843(3), Fla. Stats. 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.



Santiago J Teran, Esq.

June 30, 2023



**Santiago J Teran, Esq.**

+1 (347) 946-7990  
santiago@sjteran.com  
2125 Biscayne Blvd Ste 206  
Miami, FL 33137



**Prepared by and Return to:**

Eric P. Stein, Esq.  
Eric P. Stein, P.A.  
1820 N.E. 163<sup>rd</sup> Street, Ste. 100  
North Miami Beach, FL 33162  
Tel (786) 248-1000  
Broward County Parcel ID # 5142 15 01 8240

[Space Above This Line For Recording Data]

**COMMERCIAL MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE is executed as of the 9th day of May, 2023, by **1817 Taylor St Development LLC, a Delaware limited liability company** (hereinafter "Mortgagor"), which term shall include Mortgagor's successors, heirs, legal representatives and permitted assigns), whose mailing address is 1212 NW 82nd Avenue, Doral, Florida 33126, and **Conkreta Financial LLC, a Florida limited liability company** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and/or assigns), whose mailing address is 2980 NE 207th Street, Suite #409, Aventura, FL 33180.

**WITNESSETH:**

For payment of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration and to provide additional collateral to secure the payment of the sums of money due under a Promissory Note in the amount of THREE-MILLION-THREE-HUNDRED-FIFTY-THOUSAND-AND-00/100 (**\$3,350,000.00**) US DOLLARS (the "Note") of even date herewith from Mortgagor to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property"):

(A) All of Mortgagor's rights and interests in and to the real property legally described as follows:

**Lots 9, 10, 11, 12, 13, 14, and Lot 15 less the East 15 feet and that part included in the external area formed by a 15 foot radius arc which is tangent to the South line of said Lot 15 and tangent to a line which is 15 feet West of and parallel to the East line of said Lot 15, Block 44, TOWN OF HOLLYWOOD, according to the Plat thereof, recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.**

(the "Real Property" or the "Mortgaged Property"); and

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and all furniture, furnishings, fixtures, machinery, equipment, inventory, and materials on site, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on or used or intended to be used in connection with the operation of said Real Property, buildings, structures, or other

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improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf; and together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty; and

(C) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

**THIS MORTGAGE IS PAYABLE IN FULL ON MAY 8, 2024.**

The conditions of this Mortgage are that if Mortgagor shall well and truly pay to Mortgagee the indebtedness evidenced by the Note together with any future advance or note hereafter executed in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with the absolute and fee simple title to the Mortgaged Property, that this conveyance constitutes a first mortgage on all of the Mortgaged Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagor will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to

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ten percent (10%) of the payment then due shall be imposed on any payment due under any of the Loan Documents not made within five (5) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amount of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare a default and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within five (5) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor, or shall pay any escrows required by Lender. If the same or any part thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor will pay Mortgagee, on the first day of each calendar month, a sum equal to one-twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain partially undischarged and unsatisfied (i.e. 25% undischarged) during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, including any applicable grace period described in the Promissory Note, or fail to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, Mortgagor shall be deemed to be in default and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

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4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, storm and all other perils for no less than their full replacement cost; and

(c) flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program. All such policies shall specifically name Mortgagee as a loss payee or an additional insured (in Mortgagee's sole discretion) and shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard Mortgagee Clause making all proceeds under such policies payable to Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to Mortgagee. Mortgagee shall have the option to apply the same on account of the indebtedness secured hereby or to permit Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and will not do or permit anything to be done to the Mortgaged Property that will alter or change the

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use and character of said property or impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, which sums shall be secured by the lien hereof. Mortgagor shall provide Mortgagee with a certified rent roll and a copy of any rental agreement concerning the Mortgaged Property upon request of Mortgagee.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not sell or convey any part of the Mortgaged Property without Mortgagee's prior written consent. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property except in the ordinary course of business; or (iii) resulting in a transfer of any of the corporate stock/membership interest of a corporate Mortgagor; shall constitute a conveyance pursuant to this paragraph and therefore a default by Mortgagor and give rise to all rights of Mortgagee contained in this paragraph. Unless this Mortgage is paid off in full at the time of transfer, Mortgagee shall have the right to accelerate and declare the Note secured hereby immediately due and payable without notice, whereupon all the unpaid principal and accrued interest and all other sums hereby secured shall become immediately due and payable. Alternatively, Mortgagee may elect to require any future owner(s) of the Mortgaged Property to execute any and all documents, in such form deemed acceptable to Mortgagee in Mortgagee's sole and absolute discretion, which Mortgagee requires to protect its interest in the Mortgaged Property. All reasonable attorneys' fees and costs incurred by Mortgagee in connection with the preparation and recordation of said documents, shall be borne by Mortgagor.

10. If any mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare a default and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or satisfy such claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after the filing of such lien or the institution of such claim.

11. In the event Mortgagor shall (i) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets, or (ii) file a voluntary petition in

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bankruptcy, or admit in writing their inability to pay their debts as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (v) file an answer admitting the material allegations of a petition filed against any of them in any bankruptcy, reorganization or insolvency proceeding, or (vi) action shall be taken by any of them for the purpose of effecting any of the foregoing, or (vii) any order, judgment or decree is entered upon the application of a creditor of any of them by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the assets of any of them, or declaring any one of them bankrupt or insolvent, then upon the occurrence of any of such events, Mortgagee may accelerate and declare the Note secured hereby immediately due and payable, whereupon all the unpaid principal of and accrued interest on the Note and all other sums hereby secured shall become immediately due and payable.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times upon reasonable notice.

13. Any sum or sums which may be loaned or advanced by Mortgagee to Mortgagor at any time from the date of this Mortgage, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as to original indebtedness and be subject to all the terms and provisions of this Mortgage. The aggregate amount of principal outstanding at any time and secured by this Mortgage shall not exceed one hundred fifty percent (150%) of the original principal amount of the Note secured hereby.

14. Upon Mortgagee's request, Mortgagor will furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto. Additionally, Mortgagor agrees to furnish Mortgagee current unaudited financial statements within ten (10) days following the request for same by Mortgagee, during the term of the Note.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require Mortgagor, or any person liable for the payment of the loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by Mortgagee to Mortgagor and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. If all or any material portion of the Mortgaged Property is damaged or taken through the exercise of the power of eminent domain (which term when used in this

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Mortgage shall include any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall become immediately due and payable and the entire proceeds of Mortgagor's award shall be paid to Mortgagee and applied by it towards the payment of the sums secured hereby pursuant to the terms of the Promissory Note, with the remaining balance, if any, to be paid over to Mortgagor. Mortgagee is hereby authorized, at its option, to commence, appear and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds, and the right thereto are hereby assigned by Mortgagor to Mortgagee, and Mortgagor agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. To further secure payment of Mortgagor's indebtedness to Mortgagee, Mortgagor does hereby sell, assign, transfer and set over to Mortgagee all of the rents, issues and profits of the Mortgaged Property. Although this is a presently effective assignment, it shall become operative only upon any uncured noncompliance by Mortgagor under the terms of this Mortgage, the Note or the Loan Documents, and Mortgagee shall thereafter have the right to enter upon the Mortgaged Property and collect the same directly from the persons in possession.

19. Time is of the essence to this Mortgage and all the provisions hereof.

20. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

21. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

22. To the extent of the indebtedness of Mortgagor to Mortgagee as described herein and secured hereby, Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by Mortgagee had it been duly and regularly assigned to Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

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23. Mortgagor warrants and represents that it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period, Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

24. Mortgagor shall deliver to Mortgagee the abstracts of title covering the Mortgaged Property, which shall at all times during the life of this Mortgage remain in the possession of Mortgagee. In the event of the foreclosure of this Mortgage or other transfer of title, all right, title and interest of Mortgagor to any such abstract of title shall pass to the purchaser or grantee.

25. In case of any material damage to or destruction of all or any part of the Mortgaged Property, Mortgagor shall give prompt notice thereof to Mortgagee. In case of a taking or proposed taking of all or any part of the Mortgaged Property or any right therein by eminent domain, the party upon which notice of such taking is served shall give prompt notice to the other. Each such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

26. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of an abstract of title to the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, the Note or the Loan Documents and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law and, if no such rate is specified, then at the rate of twenty-five percent (25%) per annum.

27. This Mortgage shall be governed and construed under the laws of the State of Florida.

28. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

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(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall be a default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by Mortgagor to pay the monies referred to in any such mortgage, whether superior or junior to the lien of this Mortgage, within fifteen (15) days next after the same severally become due and payable, shall also constitute a default under this Mortgage.

(d) That if any proceedings should be instituted against the property covered by this Mortgage upon any other lien or claim whether superior or junior to the lien of this Mortgage, Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any default under any such mortgage, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing said defaults shall be included as part of the debt of Mortgagor and shall be secured by this Mortgage and shall become immediately due and payable upon advancement.

(g) Mortgagor covenants and agrees not to enter into any agreement with the holder of any such mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any such mortgage without the prior written consent of Mortgagee.

(h) Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any such mortgage, or, in the alternative, Mortgagors covenant and agree that any advances made to them under any such mortgage shall be applied to reduce the balance under this Mortgage.

29. Mortgagor further warrants to Mortgagee that, to the best of its knowledge, the Mortgaged Property is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. Mortgagor acknowledges that Mortgagee has relied upon Mortgagor's representations, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in Tallahassee, Florida and the county where the Real Property is located, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

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30. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law.

31. In the event that any term or provision of this Mortgage shall be held invalid, void, or unenforceable, then the remainder shall not be affected, impaired, or invalidated, and each such term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law. This Mortgage may be modified only by written agreement signed by both Mortgagor and Mortgagee.

32. Intentionally deleted.

33. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE EXTENDING CREDIT AND PROVIDING A MORTGAGE LOAN TO MORTGAGOR.

**IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING OR INITIALING THIS DOCUMENT: THE SUBJECT REAL PROPERTY WHICH IS SECURED BY THIS MORTGAGE IS NOT NOW, NOR HAS IT EVER BEEN, NOR IS IT INTENDED TO BE HOMESTEAD REAL PROPERTY OF MORTGAGOR OR ANY INDIVIDUAL. THE SUBJECT REAL PROPERTY, BEARING BROWARD COUNTY PARCEL ID # 5142 15 01 8240, HAS BEEN PURCHASED AS, AND IS INTENDED TO BE USED AS, INVESTMENT PROPERTY AND NOT AS A PRIMARY RESIDENCE OF MORTGAGOR OR ANYONE RELATED TO MORTGAGOR OR MORTGAGOR'S PRINCIPALS.**

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Signed, sealed and delivered  
in the presence of:

**1817 TAYLOR ST DEVELOPMENT  
LLC, a Delaware limited liability  
company**

*Lisandro Gabriel Blanco*

Witness Lisandro Gabriel Blanco

*Norberto A. D. Speciale*

By: Norberto A.D. Speciale  
Its: Authorized Person

*Vanessa Paiz*

Witness Vanessa Paiz

STATE OF VIRGINIA )

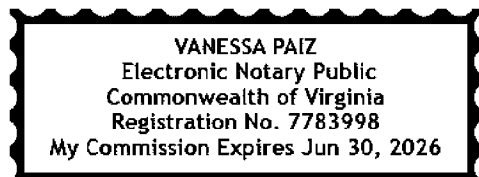
COUNTY OF ROANOKE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by means of ☐ physical presence or ☒ online notarization, personally appeared **Norberto A.D. Speciale, as Authorized Person of 1817 Taylor St Development LLC, a Delaware limited liability company**, who [ ] is personally known to me to be the person described in and who executed the foregoing instrument or who [x] has produced Italian passport as identification, and who swore and acknowledged before me that he/she executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2023.

(Seal)

*Vanessa Paiz*  
\_\_\_\_\_  
Commission Electronic Notary Public  
State Of Virginia  
Name: Vanessa Paiz  
Acting in the County of: Roanoke  
My Commission Exp: 30 June 2026  
My Registration Number: 7883998  
Completed via Remote Online  
Notarization  
using 2-way Audio/Video technology



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2

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 04-DV-79

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD APPROVING THE REQUEST FOR A VARIANCE AND GRANTING DESIGN REVIEW APPROVAL FOR THE CONSTRUCTION OF MIXED USE DEVELOPMENT CONSISTING OF 89 CONDOMINIUMS AND APPROXIMATELY 4,400 SQUARE FEET OF COMMERCIAL SPACE TO BE LOCATED AT 410 NORTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Development Review Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances and design review approval; and

WHEREAS, the Board is duly empowered to grant variances and design review approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations; and

WHEREAS, Taylor Hollywood, LLC (the "Applicant"), in File Number 04-DV-79, applied for a variance and design review approval for the construction of 89 condominium units and 4,400 square feet of commercial space to be located at 410 North Federal Highway, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for variances and design review approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on July 13, 2006; and

WHEREAS, the Board reviewed the application for the variance and design review approval for the construction of a 89 condominiums and commercial space, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the variances and design review approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, 4.3(F)(1), and made the following findings:

- 1 Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Blvd, Room 315  
Hollywood, FL 33020

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1. As to the variance to waive the required twenty-five (25) foot landscape set back from all external/internal streets, the Board makes the following findings based on the criteria listed in Section 5.3 F of the Zoning and Land Development Regulations:

- a) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City.
- b) That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.
- c) That the requested variance is consistent with and in furtherance of the Goals, Objectives and Policies of the adopted Comprehensive Plan, as amended from time to time, the applicable Neighborhood Plan and all other similar plans adopted by the City.
- d) That the requested variance is the minimum variance reasonably necessary.

2. As to the design review approval, the Board makes the following findings based on the criteria set forth in Section 5.3 I. 6. of the Zoning and Land Development Regulations:

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.



- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.
- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.
- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.
- j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.
- k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT REVIEW BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the criteria listed herein for granting variances, the variance to waive the required twenty-five (25) foot landscape setback from all external/internal streets is hereby granted.

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## (DEVELOPMENT REVIEW BOARD RESOLUTION NO. 04-DV-79)

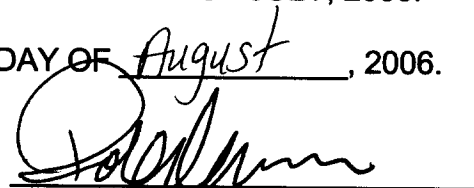
Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the design review approval is hereby granted based on the plans submitted by the Applicants and reviewed by the Board with the following conditions: i) Design Review is subject to any changes the City Commission may deem necessary; and ii) The Applicant will work with Staff to reduce lighting levels along the north property line to provide a maximum of 0.5 foot -candles; and iii) The Applicant will work with the CRA regarding the lighting on the eastern portion of the property (Federal Highway) to provide for a consistent development plan.

Section 3: That the Office of Planning is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution granting the variance will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 13th DAY OF JULY, 2006.

RENDERED THIS 23rd DAY OF August, 2006.

  
PETER HERNANDEZ  
CHAIR

  
ROBERT ISHMAN  
SECRETARY

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the Development  
Review Board of the City of Hollywood, Florida only

  
DENISE MANOS  
BOARD ATTORNEY



**(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 04-DV-79)**

**LEGAL DESCRIPTION**

**Lots 9, 10, 11, 12, 13, 14, and 15 less road right-of-way, Block 44, "Hollywood", according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida.**

**Exhibit "A"**