

ATTACHMENT III
Approved Project Ordinance and Resolutions

ORDINANCE NO. 0-2005-16

VA-02-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING THE EAST-WEST ALLEY LOCATED BETWEEN S. 19TH AVENUE AND US1/YOUNG CIRCLE IN BLOCK 40, IN THE PLAT OF "TOWN OF HOLLYWOOD", PB 1 PG 21, PUBLIC RECORDS OF BROWARD COUNTY, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, SUBJECT TO THE PROVISIONS OF A "DEVELOPMENT AGREEMENT" ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY REFERENCE; PROVIDING A SEVERABILITY CLAUSE, A REPEALER PROVISION, AND AN EFFECTIVE DATE.

WHEREAS, SFD @ Hollywood, LLC is the owner of that property located within the municipal boundaries of the City of Hollywood, commonly known as Lots 2 through 14, Block 40, TOWN OF HOLLYWOOD; and

WHEREAS, the applicant proposes to acquire the remaining parcel not under the Applicant's ownership, Lot 1, within Block 40 to consolidate all parcels within the block for inclusion in the redevelopment of a mixed-use residential/commercial development; and

WHEREAS, the applicant, SFD @ Hollywood, LLC, has submitted a petition requesting vacation of the existing platted alley right of way abutting lots 1-14, Block 40, generally located between Young Circle and S. 19th Avenue, and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, City and Applicant desire to enter into a Development Agreement attached hereto as Exhibit "B" to provide for the timely phasing of the vacation obligations to the satisfaction of the City and affected utilities and further to allow the subject vacation to go into effect before the vacation obligations have been completed and to ensure reconveyance of the vacated right of way if the obligations of this Agreement are not satisfied; and

WHEREAS, following analysis of the application, approval of said vacation is determined to be generally consistent with the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Hollywood, after review of the recommendations of staff and consideration of this issue, has determined that the

subject right of way is not required for public use and the proposed vacation bears a reasonable relationship to the health, safety, and welfare of the citizens of Hollywood; and

WHEREAS, the City Commission has determined that the proposed vacation would be in the best interests of the citizens of Hollywood;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby vacates the alley located between S. 19th Avenue and US/Young Circle in Block 40, TOWN OF HOLLYWOOD, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, subject to the Development Agreement identified as Exhibit "B".

Section 2: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 3: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4: That this Ordinance shall be in full force and effect immediately upon the occurrence of the later of the following:

- a) all Property Owners of lots (1-14) abutting the alley become party to Petition VA-02-06;
- b) the execution by all parties of the attached Development Agreement and Escrow Agreement;
- c) the City's recording of a document in the Public Records of Broward County stating the Quit Claim Deed described in the attached Escrow Agreement has been deposited with the Escrow Agent; and
- d) the grant to the City of appropriate temporary easements encompassing the right-of-way vacation area, to be effective until such time as all of the vacation obligations described in the attached Development Agreement have been completed.

VACATING THE ALLEY IN BLOCK 40, TOWN OF HOLLYWOOD

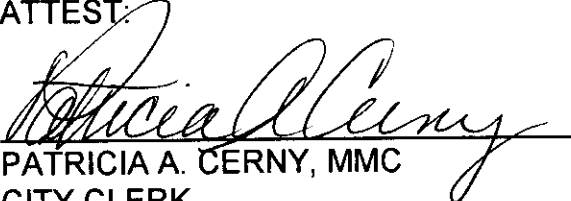
Advertised July 1, 2005.

PASSED on first reading this 1 day of June, 2005.

PASSED AND ADOPTED on second reading this 13 day of July, 2005.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


DANIEL L. ABBOTT, CITY ATTORNEY

DESCRIPTION: (ALLEY VACATION)

ALL THAT CERTAIN 13.00 FOOT ALLEY LYING IN BLOCK 40, HOLLYWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

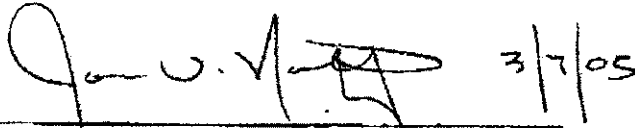
SAID LANDS SITUATE IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAIN 2,234 SQUARE FEET (0.051 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREON ARE BASED ON AN ASSUMED BEARING OF N89° 28' 20"E ALONG THE NORTH LINE OF SAID ALLEY.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271



JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



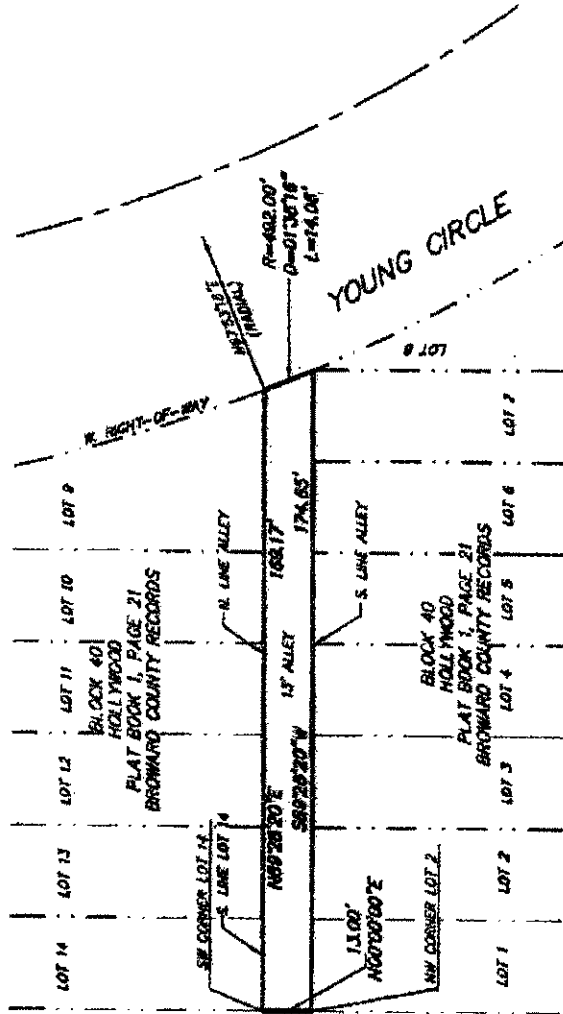
FOR: **SFD • HOLLYWOOD, LLC**

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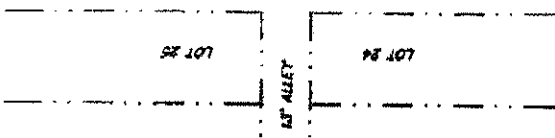
**SKETCH TO ACCOMPANY DESCRIPTION
 ALLEY VACATION**



40
20
0
SCALE 1" = 40'



S 19TH AVENUE



BLOCK 25
 HOLLYWOOD
 PLAT BOOK 1, PAGE 21

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \2002\020108\DWG\SKETCH.DWG</p>
EXTEND WEST	3-2-05	JVN	RY	
JOB NO.: 02-0108	DRAWN BY: JVN	CHECKED BY: RY	F.B. PC.	DATED: 12-11-02

EXHIBIT "B"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2005 by and between SFD @ HOLLYWOOD, LLC, a Florida limited liability company ("Applicant") and CITY OF HOLLYWOOD, a municipal corporation of the State of Florida ("City").

WITNESSETH:

WHEREAS, Applicant is the owner of that property located within the municipal boundaries of the City of Hollywood, commonly known as Lots 2 through 14, Block 40, TOWN OF HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida ("Property"); and

WHEREAS, Applicant proposes to acquire the remaining parcel, Lot 1, within Block 40 to consolidate the entire block for inclusion in the redevelopment of the Property as a mixed-use residential/commercial development (the "Project"); and

WHEREAS, Applicant has submitted Petition VA-02-06 requesting vacation of the existing platted alley right of way abutting lots 1-14, Block 40, generally located between Young Circle and S. 19th Avenue and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Ordinance vacating the subject alley right of way shall not become effective until certain conditions stated therein have been satisfied.

WHEREAS, City and Applicant desire to enter into this Agreement to provide for the timely phasing of the vacation obligations to the satisfaction of the City and affected utilities and further to allow the subject vacation to go into effect before the vacation obligations have been completed and to ensure reconveyance of the vacated right of way if the obligations of this Agreement are not satisfied;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals**. The recitals above are true and correct and are incorporated herein by this reference.
2. **Vacation Obligations**. Applicant agrees to pay the full cost and complete the construction, relocation or removal of the infrastructure elements outlined herein. All work shall be completed to the satisfaction of the appropriate agency or utility provider. Applicant shall further provide necessary utility easements and maintain interim access provisions as required.

- a. **BellSouth, Peoples Gas.** Applicant shall cause the removal and/or relocation of infrastructure facilities within the subject right of way.
- b. **Florida Power and Light (FPL).** Applicant shall pay full cost and cause the removal and relocation of existing FPL infrastructure within the vacation area and provide a 12' FPL Easement to protect the relocated facilities where said facilities are located within the Property. Applicant recognizes and accepts that the overhead facilities in Block 40 serve additional customers other than those in Block 40, and FPL cannot remove its facilities until all customers currently being served from the existing facilities have been re-fed from a different source. Facilities to be re-fed include but are not limited to the Young Circle ArtsPark as well as traffic signals and street lighting in the area.
- c. **Hollywood Fire Department.** The existing alley area shall remain usable and accessible as a part of the means of egress for the existing structures on Lots 1 thru 14, Block 40, until such time as demolition of the existing structures is completed.
- d. **Hollywood Utility Department.** Applicant shall pay full cost and cause to be performed all necessary work to secure the water line at the main on S. 19th Avenue, and remove the abandoned water line. Applicant shall also pay full cost and cause to be performed all necessary work to secure the abandoned 4 inch force main at the east property line of the alley, remove the remaining portion of the force main in the alley and remove the gravity main serving the Property to the manhole within 19th Avenue.
- e. **Right of Way Restoration.** Applicant shall pay full cost and cause to be completed the removal and restoration of the alley curb cuts at S. 19th Avenue and US1/Young Circle to include restoration of streetscape improvements.

3. **Vacation.** Simultaneously with the execution of this Agreement, the parties hereto and Becker & Poliakoff, P.A. ("Escrow Agent"), as Escrow Agent, are executing and delivering an Escrow Agreement. Not later than October 1, 2007, Applicant shall complete the vacation obligations and execute and record all necessary deeds and easements. In the event Applicant fails, by October 1, 2007, to complete the vacation obligations as described herein or to grant the referenced deeds and easements or in the event the Project is abandoned at any time prior to October 1, 2007, then, in addition to the action or actions that the Escrow Agent will be required to take pursuant to the Escrow Agreement, Applicant shall take actions necessary at its sole cost and expense to restore the affected public right of way to the condition as it existed as of the date of adoption of Ordinance O-2005-_____.

4. **Maintenance of Service.** Applicant agrees to maintain all existing utility services at all times, until final acceptance of the relocated or reconstructed facilities.
5. **Agreement as a Legal Servitude.** This Agreement shall be recorded in the Public Records of Broward County, Florida, as it is impressed and imposed upon the Property, is to run with the land in favor of City, and is intended to bind the Applicant and the Applicant's assigns, grantees, and other successors in interest to the Property, however title thereto shall be acquired.
6. **Evidence of Satisfaction.** City agrees that upon Applicant's compliance with all requirements of this Agreement, City shall prepare and record a document in the public records stating that all obligations of this Agreement have been satisfied and that the vacation is therefore effective.
7. **Modification of the Agreement.** This Agreement may only be modified or terminated by mutual consent of the Applicant and the City, which consent shall be evidenced in a written document recorded in the Public Records of Broward County, Florida.
8. **Security.** Applicant agrees to provide Construction Security in a form acceptable to the Director of Financial Services in an amount equal to 100% of the anticipated construction costs of the vacation obligations prior to issuance of a building permit. Further, the Applicant shall be responsible for all improvements and shall maintain and correct any deficiencies for a period of twelve (12) months after acceptance of the public improvements.
9. **Indemnification.** Applicant shall indemnify and hold harmless City and its officers and employees from and against all claims, damages, losses and expenses arising out of or relating to the implementation of the vacation obligations, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting there from. This obligation expressly includes any alleged or actual negligence by City as to all permitted activities regarding the subject use, including enforcement of permit conditions. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to City under the doctrine of sovereign immunity or as set forth in Florida Statute Section 768.28. Indemnity under this Agreement shall relate back to the issuance of the building permits for the construction of the Public Improvements and the relocation of utilities and shall survive the expiration or termination of this Agreement.

10. **Existing Development Agreement.** Nothing in this Agreement shall be construed to affect in any way the payment obligations of City and the Hollywood Community Redevelopment Agency ("CRA") stipulated in that certain Development Agreement dated _____ between Applicant, City and CRA.

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

Signed, sealed and delivered
in the presence of:

"Applicant"

SFD @ HOLLYWOOD, LLC,
a Florida limited liability
company

Print Name: _____

By: _____

Print Name: _____

(Print Name and Title)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2005, by _____, as _____ of SFD @ HOLLYWOOD, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public
Printed Name: _____
My commission expires:

City:

Attest:

PATRICIA A. CERNY, MMC, City Clerk

MARA GIULIANTI, Mayor

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY

Daniel L. Abbott
City Attorney

DESCRIPTION: (ALLEY VACATION)

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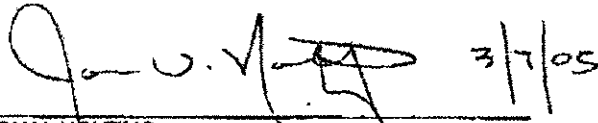
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CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271



JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



ENGINEERS PLANNERS SURVEYORS
 3583 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
 FAX: (954) 739-6409

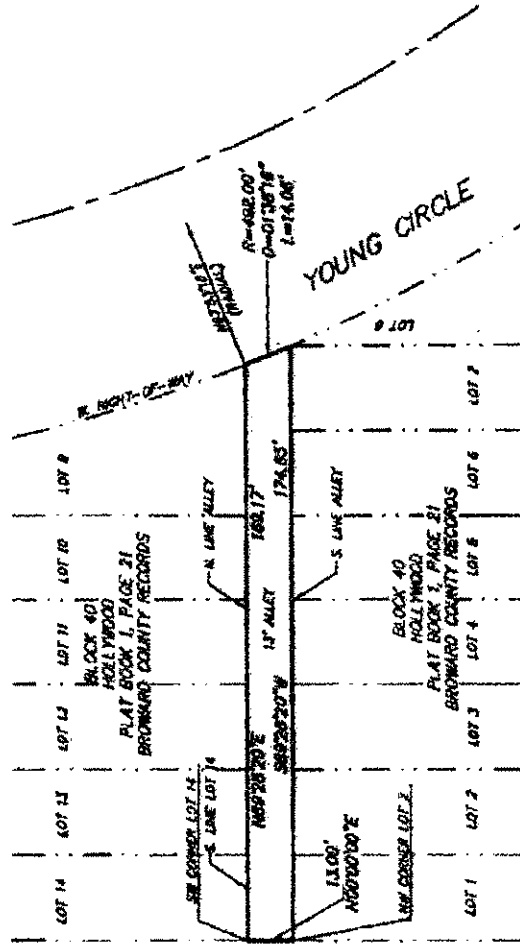
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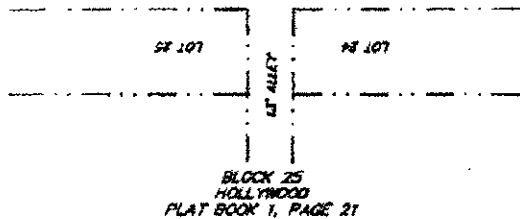
SKETCH TO ACCOMPANY DESCRIPTION ALLEY VACATION



40
20
0
SCALE 1" = 40'



S 19TH AVENUE



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE: The undersigned and GRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE: Lots shown hereon were not abstracted for right-of-way and/or easements of record.</p>	
EXTEND WEST	3-2-05	JVN	RY	G:\2002\020108\DWG\SKETCH.DWG	
JOB NO.: 02-0105	DRAWN BY: JVN	CHECKED BY: RY	F.B.	PG.	DATED: 12-11-02

EXHIBIT "A"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2005 among SFD @ Hollywood, LLC ("Applicant"), a Florida limited liability company, the City of Hollywood ("City"), a municipal corporation of the State of Florida, and Becker & Poliakoff, P.A., a Florida corporation ("Escrow Agent").

R E C I T A L S

- A. Simultaneously with the execution of this Agreement, Applicant and City are entering into a Development Agreement. (the "Other Agreement").
- B. The parties intend that City's Ordinance No. O-2005-____ shall be effective prior to completion of the Vacation Obligations that are the subject of the Other Agreement, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Simultaneously with the execution of this Agreement, Applicant is depositing with Escrow Agent a fully executed Quitclaim Deed (the "Quitclaim Deed") in recordable form. A copy of the Quitclaim Deed is attached hereto as Exhibit "A".
3. If at any time prior to October 1, 2007, the Vacation Obligations required by the Other Agreement are completed and the deeds and easements required by the Other Agreement are granted, then Escrow Agent shall promptly return the Quitclaim Deed to Applicant. If the Vacation Obligations required by the Other Agreement are not completed by October 1, 2007, the deeds and easements are not granted by October 1, 2007, or both, or if the project described in the Other Agreement is abandoned at any time prior to October 1, 2007, then Escrow Agent shall promptly deliver the Quitclaim Deed to City.
4. The Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which, in any manner, affects it or its duties or liabilities hereunder unless or until requested to do so by both of the parties and then only upon receiving full indemnity from the parties. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold harmless the Escrow Agent from and against any loss, liability, damage, claim, cost, fee or expense whatsoever (including reasonable attorney's fees at all trial and appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of the Quitclaim Deed held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead the Quitclaim Deed with any court of competent jurisdiction and thereby be released from all obligations hereunder.

:

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

Signed, sealed and delivered
in the presence of:

SFD @ Hollywood, LLC

Print: _____

By: _____

Name: _____

Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as _____ for SFD @ Hollywood, LLC.

Notary: _____

Print: _____

Notary Public, State of _____

My commission expires: _____

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

City of Hollywood, Florida:

ATTEST:

PATRICIA A. CERNY, MMC
City Clerk

MARA GIULIANTI, Mayor

Endorsed as to form and legality
for the use and reliance of
the City of Hollywood only.

DANIEL L. ABBOTT, City Attorney

Becker & Poliakoff, P.A.

By:

Print: _____

Name: _____

Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as _____ for Becker & Poliakoff, P.A.

Notary: _____

Print: _____

Notary Public, State of _____

My commission expires: _____

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

This instrument prepared by:
Alan Fallik, Esq.
City of Hollywood
Room 407
2600 Hollywood Boulevard
Hollywood, FL 33020

QUITCLAIM DEED

This Quitclaim Deed, executed this ____ day of _____, _____, by SFD @ HOLLYWOOD, LLC, a Florida limited liability company, first party, whose post-office address is 2901 SW 8th Street, Suite 204, Miami, Florida 33135, to the CITY OF HOLLYWOOD, FLORIDA, second party, whose post-office address is 2600 Hollywood Boulevard, Hollywood, Florida 33020.

Witnesseth: That the said first party, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and dedicate unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

See Exhibit A, attached hereto and incorporated herein by reference,

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, so long as said land is used for public right-of-way purposes.

In witness whereof, the first party has caused these presents to be executed the day and year first above written.

SFD @ HOLLYWOOD, LLC, a Florida limited liability company

By: _____

(Print Name and Title)

(Print Name)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of SFD @
HOLLYWOOD, LLC.

Notary Public
Print Name: _____
Commission No. _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My commission expires:

DESCRIPTION: (ALLEY VACATION)

ALL THAT CERTAIN 13.00 FOOT ALLEY LYING IN BLOCK 40, HOLLYWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

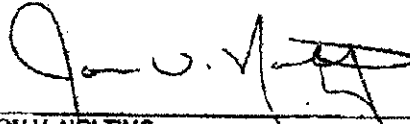
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CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271

 3/7/05

JON V. NOLTING
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ENGINEERS PLANNERS SURVEYORS

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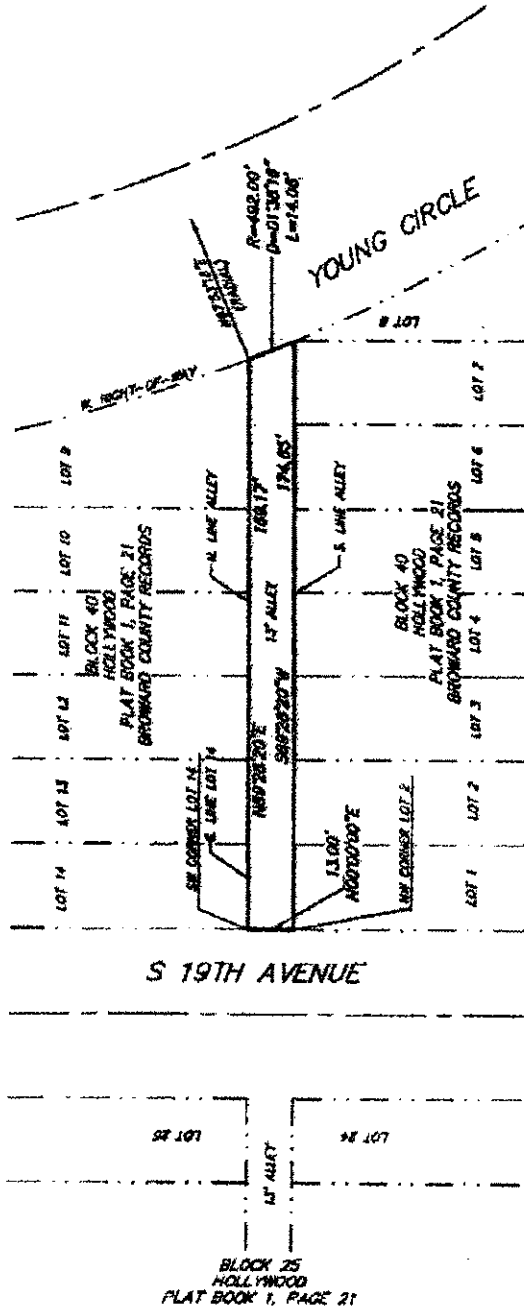
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SKETCH TO ACCOMPANY DESCRIPTION ALLEY VACATION



SCALE 1" = 40'



S 19TH AVENUE

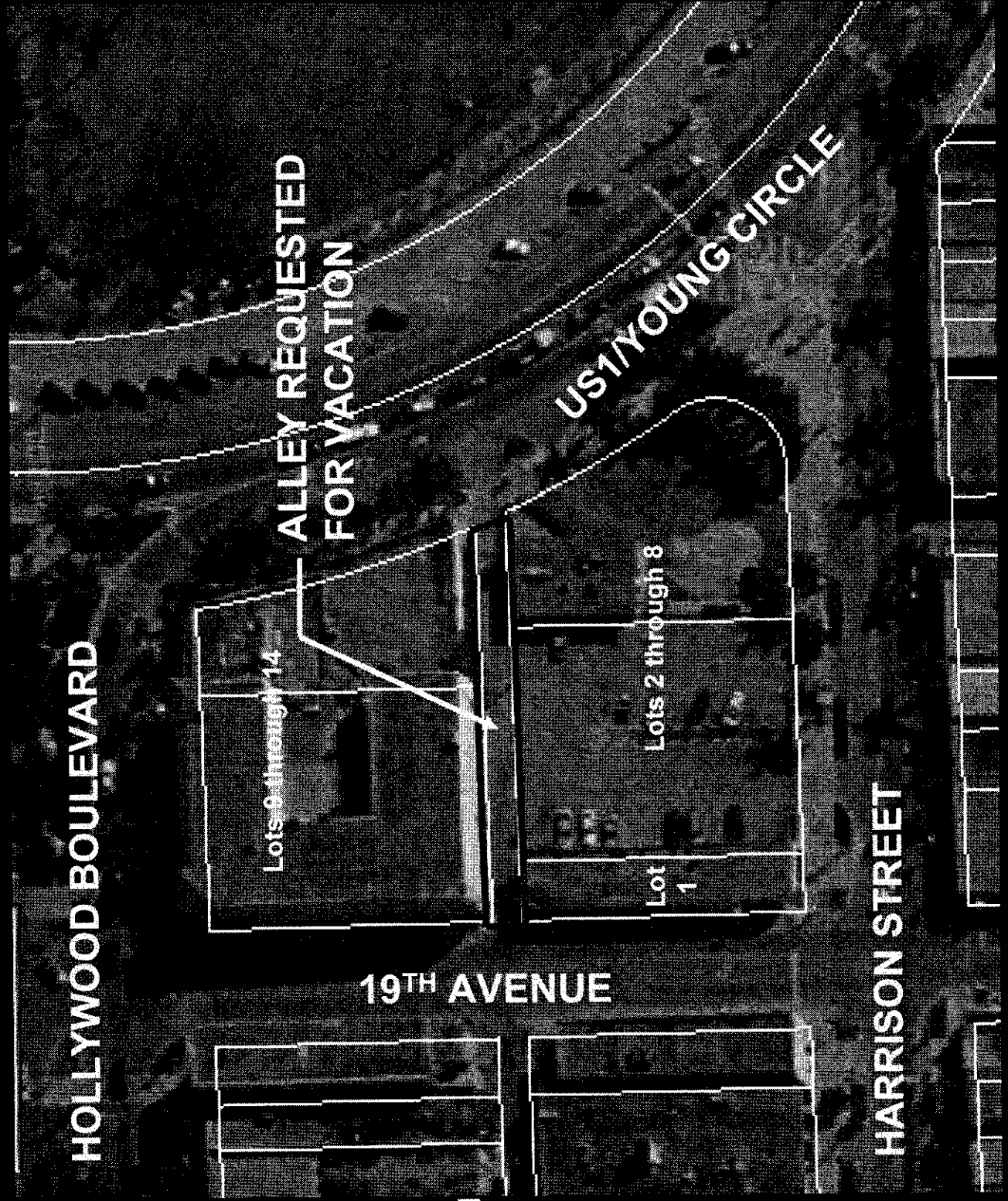
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PLAT BOOK 1, PAGE 21

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE	
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JOB NO.: 02-0108	DRAWN BY: JVN	CHECKED BY: RY	F.B.	PG.	DATED: 12-11-02

EXHIBIT "A"

LOCATION MAP



HOLLYWOOD BOULEVARD

Lots 9 through 14

ALLEY REQUESTED
FOR VACATION

US1/YOUNG CIRCLE

Lots 2 through 8

Lot
1

19TH AVENUE

HARRISON STREET

PO-2005-15

Passed
OK

1st
Read

6/1/05

PO-2005-15

Passed
OK

2nd
Read

7/13/05

LEGAL AD
CITY OF HOLLYWOOD

NOTICE IS HEREBY GIVEN in accordance with Section 166.041 Florida Statutes that the City Commission of the City of Hollywood, Florida, at a Regular City Commission Meeting, on WEDNESDAY, July 13, 2005, in the City Commission Chambers, Room 219, General Joseph W. Watson Circle, Hollywood, Florida, proposes to consider on second and final reading the following proposed ordinance(s):

Proposed Ordinance - PO-2005-19 beginning at: 1:30 PM, or as soon thereafter as same can be heard:

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING ORDINANCE NO. O-2003-23, WHICH VACATED A PORTION OF SHERMAN STREET AND SURF ROAD SUBJECT TO THE AGREEMENT FOR PUBLIC IMPROVEMENTS THAT IS ATTACHED TO ORDINANCE NO. O-2003-23, BY MAKING THE VACATION SUBJECT TO THE AGREEMENT AS AMENDED TO EXTEND THE DEADLINE FOR SATISFACTION OF THE DEVELOPER'S OBLIGATIONS UNDER THE AGREEMENT; PROVIDING FOR RETROACTIVE EFFECT.

Proposed Ordinance - PO-2005-16 beginning at: 3:00 PM, or as soon thereafter as same can be heard:

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING THE PURCHASE OF THE SOUTHEAST PUBLIC SAFETY COMPLEX PROPERTY AS PROVIDED IN THE OCTOBER 21, 2003 DEVELOPMENT AGREEMENT BETWEEN UNITED TRUST FUND LIMITED PARTNERSHIP AND THE CITY

Proposed Ordinance - PO-2005-15 beginning at: 4:00 PM, or as soon thereafter as same can be heard:

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, VACATING THE EAST-WEST ALLEY LOCATED BETWEEN S. 19TH AVENUE AND US1/YOUNG CIRCLE IN BLOCK 40, IN THE PLAT OF "TOWN OF HOLLYWOOD", PB 1 PG 21, PUBLIC RECORDS OF BROWARD COUNTY, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, SUBJECT TO THE PROVISIONS OF A "DEVELOPMENT AGREEMENT" ATTACHED HERETO AS EXHIBIT "B" AND INCORPORATED HEREIN BY REFERENCE; PROVIDING A SEVERABILITY CLAUSE, A REPEALER PROVISION; AND AN EFFECTIVE DATE. (VA-02-06)

The proposed ordinance(s) may be inspected by the public in the Office of the City Clerk, Room 221, General Joseph W. Watson Circle, Hollywood, Florida, between the hours of 8:00 AM and 4:45 PM on any regular working day. Interested parties may appear at the aforesaid time and place and be heard with respect to the proposed ordinance(s).

NOTE: Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and it will

be their responsibility to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Please call 954-921-3211 for any questions regarding the above matter.

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Office of the City Manager three business days in advance at 954-921-3201 (voice). If an individual is hearing or speech impaired, please call 800-955-8771 (V-TDD).

Dated this 1st day of July, 2005.

Patricia A. Cerny, MMC
City Clerk
Hollywood, FL

THE SUN SENTINEL/LEGAL AD
PUBLISH: JULY 1, 2005
FURNISH PROOF OF PUBLICATION

h:\cityclk\ads\legalad\PO2005-15

RESOLUTION NO. R-2005-277

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED "DEVELOPMENT AGREEMENT" BETWEEN SFD @ HOLLYWOOD LLC AND THE CITY OF HOLLYWOOD TOGETHER WITH THE ATTACHED "ESCROW AGREEMENT" AMONG SFD @ HOLLYWOOD LLC, BECKER & POLIAKOFF, P.A., AND THE CITY OF HOLLYWOOD, PERTAINING TO THE VACATION OF THE EAST-WEST ALLEY LOCATED BETWEEN S. 19TH AVENUE AND US1/YOUNG CIRCLE IN BLOCK 40 WITHIN THE PLAT OF "TOWN OF HOLLYWOOD", PB 1 Pg 21, PUBLIC RECORDS OF BROWARD COUNTY.

WHEREAS, SFD @ Hollywood LLC has submitted a petition (VA-02-06) requesting the vacation of the east-west alley located between S 19th Avenue and US1/Young Circle in Block 40 within the Plat of "TOWN OF HOLLYWOOD", PB1 Pg 21; and

WHEREAS, to facilitate consideration of the subject right of way vacation, the petitioner has agreed to enter into a "Development Agreement" stipulating provisions which shall be subject of the consideration for vacation; and

WHEREAS, the attached Development Agreement and the attached Escrow Agreement will allow the subject vacation to go into effect in anticipation of the vacation obligations described in the Development Agreement; and

WHEREAS, approval of the attached agreements will ensure reconveyance of the vacated right of way if the obligations of the Development Agreement are not satisfied; and

WHEREAS, the City has approved the vacation of the subject alley effective upon the occurrence of the later of the following:

- a) all Property Owners of lots (1-14) abutting the alley become party to Petition VA-02-06;
- b) the execution by all parties of the attached Development Agreement and Escrow Agreement;
- c) the City's recording of a document in the Public Records of Broward County stating the Quit Claim Deed described in the

DEVELOPMENT AGREEMENT AND ESCROW AGREEMENT FOR VACATION OF EAST-WEST ALLEY LOCATED BETWEEN S. 19TH AVENUE AND US1.

- d) the grant to the City of appropriate temporary easements encompassing the right-of-way vacation area, to be effective until such time as all of the vacation obligations described in the attached Development Agreement have been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City officials, of the attached Development Agreement, together with such nonmaterial changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That it hereby approves and authorizes the execution, by the appropriate City officials, of the attached Escrow Agreement, together with such nonmaterial changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 3: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 13 day of July, 2005.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


DANIEL L. ABBOTT, CITY ATTORNEY

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2005 among SFD @ Hollywood, LLC ("Applicant"), a Florida limited liability company, the City of Hollywood ("City"), a municipal corporation of the State of Florida, and Becker & Poliakoff, P.A., a Florida corporation ("Escrow Agent").

R E C I T A L S

- A. Simultaneously with the execution of this Agreement, Applicant and City are entering into a Development Agreement. (the "Other Agreement").
- B. The parties intend that City's Ordinance No. O-2005-____ shall be effective prior to completion of the Vacation Obligations that are the subject of the Other Agreement, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Simultaneously with the execution of this Agreement, Applicant is depositing with Escrow Agent a fully executed Quitclaim Deed (the "Quitclaim Deed") in recordable form. A copy of the Quitclaim Deed is attached hereto as Exhibit "A".
3. If at any time prior to October 1, 2007, the Vacation Obligations required by the Other Agreement are completed and the deeds and easements required by the Other Agreement are granted, then Escrow Agent shall promptly return the Quitclaim Deed to Applicant. If the Vacation Obligations required by the Other Agreement are not completed by October 1, 2007, the deeds and easements are not granted by October 1, 2007, or both, or if the project described in the Other Agreement is abandoned at any time prior to October 1, 2007, then Escrow Agent shall promptly deliver the Quitclaim Deed to City.
4. The Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which, in any manner, affects it or its duties or liabilities hereunder unless or until requested to do so by both of the parties and then only upon receiving full indemnity from the parties. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold harmless the Escrow Agent from and against any loss, liability, damage, claim, cost, fee or expense whatsoever (including reasonable attorney's fees at all trial and appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct. If there be any dispute as to disposition of the Quitclaim Deed held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead the Quitclaim Deed with any court of competent jurisdiction and thereby be released from all obligations hereunder.

:

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

Signed, sealed and delivered
in the presence of:

SFD @ Hollywood, LLC

Print: _____

By: _____

Name: _____

Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as _____ for SFD @ Hollywood, LLC.

Notary: _____

Print: _____

Notary Public, State of _____

My commission expires: _____

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

City of Hollywood, Florida:

ATTEST:

PATRICIA A. CERNY, MMC
City Clerk

MARA GIULIANTI, Mayor

Endorsed as to form and legality
for the use and reliance of
the City of Hollywood only.

DANIEL L. ABBOTT, City Attorney

Becker & Poliakoff, P.A.

By:

Name: _____

Title: _____

Print: _____

Print: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____ as _____ for Becker & Poliakoff, P.A.

Notary: _____

Print: _____

Notary Public, State of _____

My commission expires: _____

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2005 by and between SFD @ HOLLYWOOD, LLC, a Florida limited liability company ("Applicant") and CITY OF HOLLYWOOD, a municipal corporation of the State of Florida ("City").

W I T N E S S E T H:

WHEREAS, Applicant is the owner of that property located within the municipal boundaries of the City of Hollywood, commonly known as Lots 2 through 14, Block 40, TOWN OF HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida ("Property"); and

WHEREAS, Applicant proposes to acquire the remaining parcel, Lot 1, within Block 40 to consolidate the entire block for inclusion in the redevelopment of the Property as a mixed-use residential/commercial development (the "Project"); and

WHEREAS, Applicant has submitted Petition VA-02-06 requesting vacation of the existing platted alley right of way abutting lots 1-14, Block 40, generally located between Young Circle and S. 19th Avenue and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Ordinance vacating the subject alley right of way shall not become effective until certain conditions stated therein have been satisfied.

WHEREAS, City and Applicant desire to enter into this Agreement to provide for the timely phasing of the vacation obligations to the satisfaction of the City and affected utilities and further to allow the subject vacation to go into effect before the vacation obligations have been completed and to ensure reconveyance of the vacated right of way if the obligations of this Agreement are not satisfied;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The recitals above are true and correct and are incorporated herein by this reference.
2. **Vacation Obligations.** Applicant agrees to pay the full cost and complete the construction, relocation or removal of the infrastructure elements outlined herein. All work shall be completed to the satisfaction of the appropriate agency or utility provider. Applicant shall further provide necessary utility easements and maintain interim access provisions as required.

- a. **BellSouth, Peoples Gas.** Applicant shall cause the removal and/or relocation of infrastructure facilities within the subject right of way.
 - b. **Florida Power and Light (FPL).** Applicant shall pay full cost and cause the removal and relocation of existing FPL infrastructure within the vacation area and provide a 12' FPL Easement to protect the relocated facilities where said facilities are located within the Property. Applicant recognizes and accepts that the overhead facilities in Block 40 serve additional customers other than those in Block 40, and FPL cannot remove its facilities until all customers currently being served from the existing facilities have been re-fed from a different source. Facilities to be re-fed include but are not limited to the Young Circle ArtsPark as well as traffic signals and street lighting in the area.
 - c. **Hollywood Fire Department.** The existing alley area shall remain usable and accessible as a part of the means of egress for the existing structures on Lots 1 thru 14, Block 40, until such time as demolition of the existing structures is completed.
 - d. **Hollywood Utility Department.** Applicant shall pay full cost and cause to be performed all necessary work to secure the water line at the main on S. 19th Avenue, and remove the abandoned water line. Applicant shall also pay full cost and cause to be performed all necessary work to secure the abandoned 4 inch force main at the east property line of the alley, remove the remaining portion of the force main in the alley and remove the gravity main serving the Property to the manhole within 19th Avenue.
 - e. **Right of Way Restoration.** Applicant shall pay full cost and cause to be completed the removal and restoration of the alley curb cuts at S. 19th Avenue and US1/Young Circle to include restoration of streetscape improvements.
3. **Vacation.** Simultaneously with the execution of this Agreement, the parties hereto and Becker & Poliakoff, P.A. ("Escrow Agent"), as Escrow Agent, are executing and delivering an Escrow Agreement. Not later than October 1, 2007, Applicant shall complete the vacation obligations and execute and record all necessary deeds and easements. In the event Applicant fails, by October 1, 2007, to complete the vacation obligations as described herein or to grant the referenced deeds and easements or in the event the Project is abandoned at any time prior to October 1, 2007, then, in addition to the action or actions that the Escrow Agent will be required to take pursuant to the Escrow Agreement, Applicant shall take actions necessary at its sole cost and expense to restore the affected public right of way to the condition as it existed as of the date of adoption of Ordinance O-2005-_____.

4. **Maintenance of Service.** Applicant agrees to maintain all existing utility services at all times, until final acceptance of the relocated or reconstructed facilities.
5. **Agreement as a Legal Servitude.** This Agreement shall be recorded in the Public Records of Broward County, Florida, as it is impressed and imposed upon the Property, is to run with the land in favor of City, and is intended to bind the Applicant and the Applicant's assigns, grantees, and other successors in interest to the Property, however title thereto shall be acquired.
6. **Evidence of Satisfaction.** City agrees that upon Applicant's compliance with all requirements of this Agreement, City shall prepare and record a document in the public records stating that all obligations of this Agreement have been satisfied and that the vacation is therefore effective.
7. **Modification of the Agreement.** This Agreement may only be modified or terminated by mutual consent of the Applicant and the City, which consent shall be evidenced in a written document recorded in the Public Records of Broward County, Florida.
8. **Security.** Applicant agrees to provide Construction Security in a form acceptable to the Director of Financial Services in an amount equal to 100% of the anticipated construction costs of the vacation obligations prior to issuance of a building permit. Further, the Applicant shall be responsible for all improvements and shall maintain and correct any deficiencies for a period of twelve (12) months after acceptance of the public improvements.
9. **Indemnification.** Applicant shall indemnify and hold harmless City and its officers and employees from and against all claims, damages, losses and expenses arising out of or relating to the implementation of the vacation obligations, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting there from. This obligation expressly includes any alleged or actual negligence by City as to all permitted activities regarding the subject use, including enforcement of permit conditions. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to City under the doctrine of sovereign immunity or as set forth in Florida Statute Section 768.28. Indemnity under this Agreement shall relate back to the issuance of the building permits for the construction of the Public Improvements and the relocation of utilities and shall survive the expiration or termination of this Agreement.

10. **Existing Development Agreement.** Nothing in this Agreement shall be construed to affect in any way the payment obligations of City and the Hollywood Community Redevelopment Agency ("CRA") stipulated in that certain Development Agreement dated _____ between Applicant, City and CRA.

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

Signed, sealed and delivered
in the presence of:

"Applicant"

SFD @ HOLLYWOOD, LLC,
a Florida limited liability
company

Print Name: _____

By: _____

(Print Name and Title)

Print Name: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2005, by _____, as _____ of SFD @ HOLLYWOOD, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public
Printed Name: _____
My commission expires:

City:

Attest:

PATRICIA A. CERNY, MMC, City Clerk

MARA GIULIANTI, Mayor

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HOLLYWOOD ONLY

Daniel L. Abbott
City Attorney

DESCRIPTION: (ALLEY VACATION)

ALL THAT CERTAIN 13.00 FOOT ALLEY LYING IN BLOCK 40, HOLLYWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

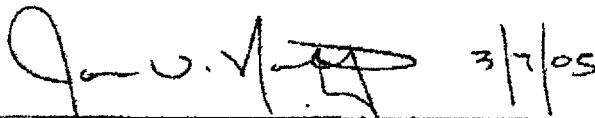
SAID LANDS SITUATE IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAIN 2,234 SQUARE FEET (0.051 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREON ARE BASED ON AN ASSUMED BEARING OF N89° 28' 20"E ALONG THE NORTH LINE OF SAID ALLEY.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271



JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION: (ALLEY VACATION)

ALL THAT CERTAIN 13.00 FOOT ALLEY LYING IN BLOCK 40, HOLLYWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

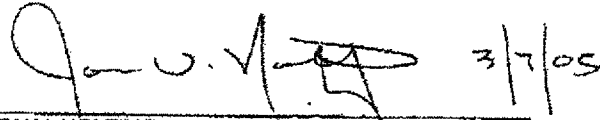
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STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



ENGINEERS- PLANNERS SURVEYORS
 3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
 FAX: (954) 739-6409

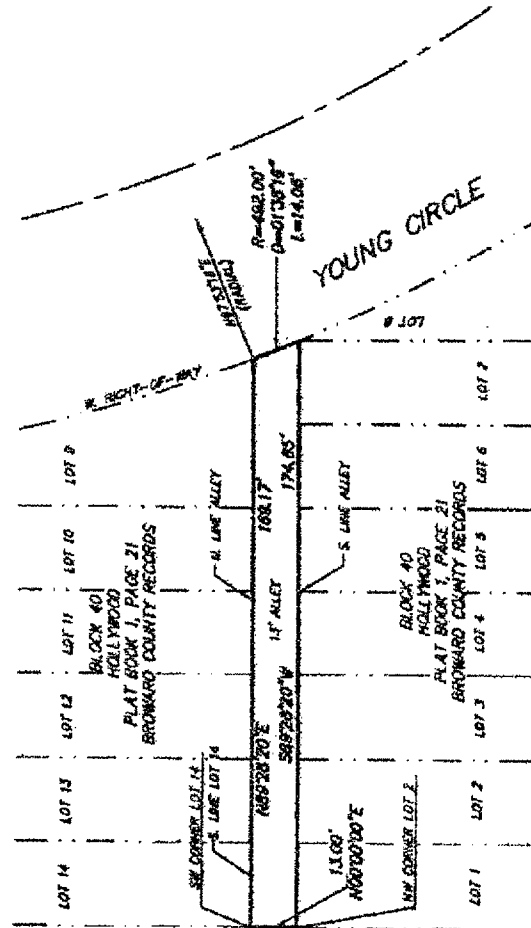
FOR: **SFD HOLLYWOOD, LLC**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

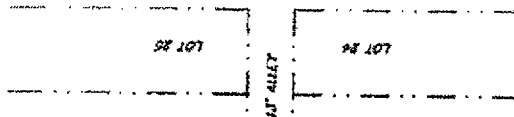
SKETCH TO ACCOMPANY DESCRIPTION ALLEY VACATION



SCALE 1" = 40'



S 19TH AVENUE



BLOCK 25
 HOLLYWOOD
 PLAT BOOK 1, PAGE 21

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE: Lots shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G:\2002\020108\DWG\SKETCH.DWG</p>
EXTEND WEST	3-2-05	JVN	RY	
JOB NO.: 02-0508	DRAWN BY: JVN	CHECKED BY: RY	F.B. PG.	
DATED: 12-11-02				

EXHIBIT "A"



ENGINEERS PLANNERS SURVEYORS
 3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
 FAX: (954) 739-6409

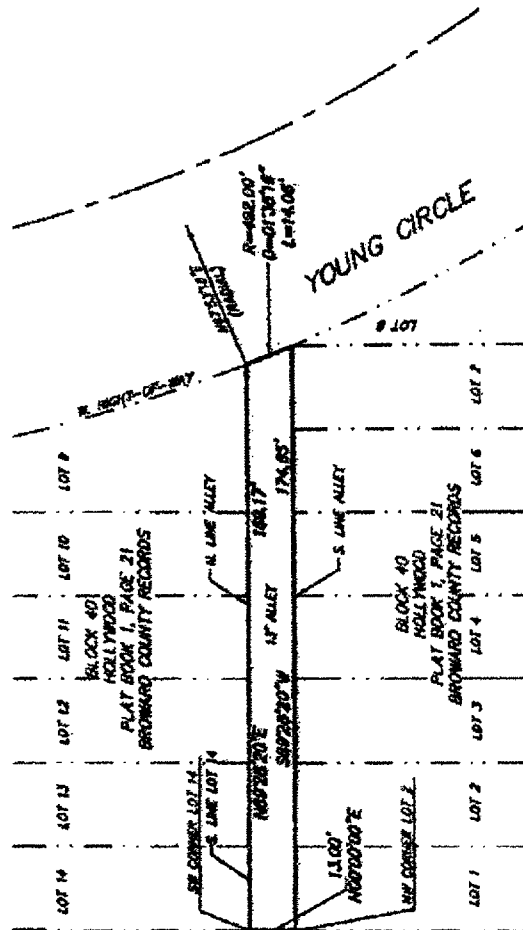
FOR: **SFD • HOLLYWOOD, LLC**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, viewing of the subject property, or measurements set in connection with the preparation of the information about hereon.

**SKETCH TO ACCOMPANY DESCRIPTION
 ALLEY VACATION**



SCALE 1" = 40'



S 19TH AVENUE



BLOCK 25
 HOLLYWOOD
 PLAT BOOK 1, PAGE 21

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
EXTEND WEST	3-2-05	JVN	RY	<p>NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE: Landa shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G:\2002\020108\DWG\SKETCH.DWG</p>
JOB NO.: 02-0106	DRAWN BY: JVN	CHECKED BY: RY	F.B.	
				DATED: 12-11-02

EXHIBIT "A"

EXHIBIT "A"

This instrument prepared by:
Alan Fallik, Esq.
City of Hollywood
Room 407
2600 Hollywood Boulevard
Hollywood, FL 33020

QUITCLAIM DEED

This Quitclaim Deed, executed this ____ day of _____, _____, by SFD @ HOLLYWOOD, LLC, a Florida limited liability company, first party, whose post-office address is 2901 SW 8th Street, Suite 204, Miami, Florida 33135, to the CITY OF HOLLYWOOD, FLORIDA, second party, whose post-office address is 2600 Hollywood Boulevard, Hollywood, Florida 33020.

Witnesseth: That the said first party, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and dedicate unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

See Exhibit A, attached hereto and incorporated herein by reference,

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, so long as said land is used for public right-of-way purposes.

In witness whereof, the first party has caused these presents to be executed the day and year first above written.

SFD @ HOLLYWOOD, LLC, a Florida limited liability company

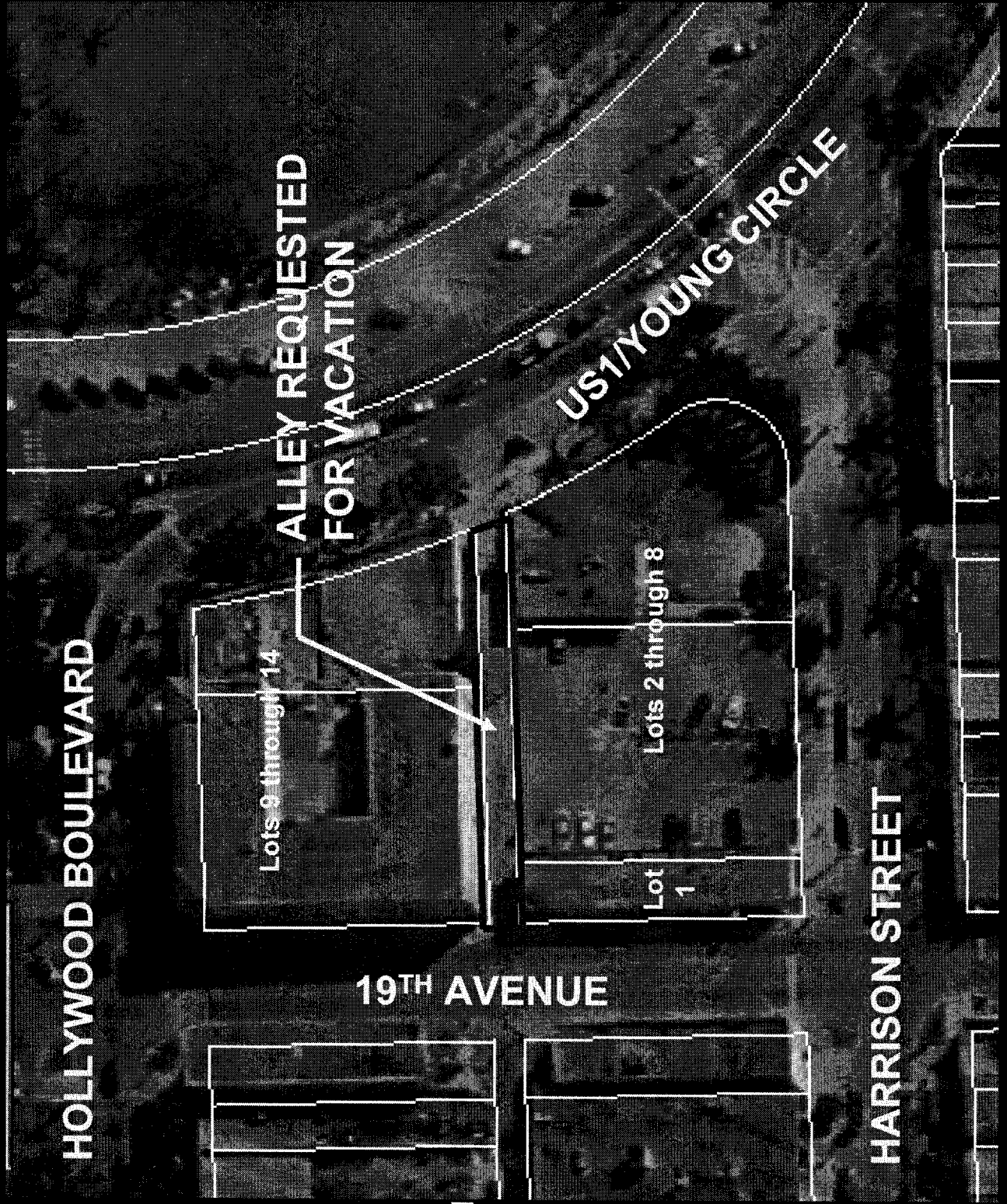
By: _____

(Print Name)

(Print Name and Title)

(Print Name)

LOCATION MAP



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of SFD @ _____ HOLLYWOOD, LLC.

Notary Public
Print Name: _____
Commission No. _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My commission expires:

RESOLUTION NO. R-2005-366

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, CONDITIONALLY APPROVING A PETITION FOR A CERTIFICATE OF APPROPRIATENESS FOR PARTIAL DEMOLITION OF A HISTORIC STRUCTURE (GREAT SOUTHERN HOTEL), LOCATED IN THE HISTORIC HOLLYWOOD BUSINESS DISTRICT (HPOD-1), AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A", PURSUANT TO PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, SFD @ Hollywood, LLC, the Applicant, filed an application with the Community Planning Division of the City of Hollywood (File Number 02-CDMPV-160(A)), requesting a Certificate of Appropriateness for Partial Demolition of a building located in the Historic Hollywood Business District (HPOD-1) and listed as a contributing structure on the National Register of Historic Places (Great Southern Hotel at 1858 Hollywood Boulevard), eight (8) variances, a Certificate of Appropriateness for Design and Design Review approval for the construction of a mixed use building consisting of 231 condominium units and commercial space at a location more particularly described in the attached Exhibit "A" incorporated herein by reference; and

WHEREAS, Section 5.6.G of the City of Hollywood Zoning and Land Development Regulations requires review by the Development Review Board supplemented by three members of the Historic Preservation Board (hereinafter collectively referred to as the Board), when the following criteria are met by the same project: i) the project requires approval of the Development Review Board and a Certificate of Appropriateness from the Historic Preservation Board; ii) the project is within a locally designated Historic District/Site or is listed on the National Register of Historic Places; and iii) the project is not within a single family or multi-family zoning district (RS or RM); and

WHEREAS, the Office of Planning Director, following analysis of the application and its associated documents, determined that the Applicant's proposed project required review by the Board; and

WHEREAS, the Board met at an advertised public hearing held on July 14, 2005 to consider the Applicant's requests; and

WHEREAS, the Board reviewed the Applicant's request for a Certificate of Appropriateness for Partial Demolition, reviewed the evidence submitted and testimony received at the public hearing, and considered the criteria for issuing a Certificate of Appropriateness for Partial Demolition as set forth in Section 5.6.F.5.d of the City's Zoning and Land Development Regulations as follows:

(a) The building, structure, improvement, or site is designated on either a National, State or Local level as an historic preservation district or an architectural landmark or Site.

(b) The building, structure, improvement, or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense.

(c) The building, structure, improvement, or site is one of the last remaining examples of its kind in the neighborhood, the county, or the region.

(d) The building, structure, improvement, or site contributes significantly to the historic character of a historically designated district.

(e) Retention of the building, structure, improvement, or site promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage.

(f) There are definite plans for reuse of the property if the proposed demolition is carried out, and those plans will adversely affect on the historic character of the Historic District.

(g) The Unsafe Structures Board has ordered the demolition of a structure or the feasibility study determines that the retention of the building would deny the owner of all economically viable uses of the property.

(h) Consideration of the information listed in the Historic Properties Database (a listing of historic and non-historic properties) as a guideline in determining whether a Certification of Appropriateness for Demolition should be issued; and

WHEREAS, after applying the criteria stated above, the Board recommended that the City Commission grant a Certificate of Appropriateness for Partial Demolition; and

WHEREAS, a Certificate of Appropriateness for Demolition is required to be issued by the City Commission prior to the demolition of a historic building, structure, improvement, or site; and

WHEREAS, the Board recommends that the City Commission grant the Certificate of Appropriateness for Partial Demolition with the following conditions: i) The proposed parking garage must be set back 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; and ii) The Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney in the Public Records of Broward County prior to the issuance of a Building Permit; and

WHEREAS, the Applicant has modified the plats to set back the proposed parking garage 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue, as conditioned by the Board and as indicated in the plans attached hereto and incorporated herein by reference; and

WHEREAS, the City Commission also finds that the request for a Certificate of Appropriateness for Partial Demolition is consistent with the criteria as set forth in Section 5.6.F.5.d of the City's Zoning and Land Development Regulations, and is in the best interests of the citizens of the City of Hollywood;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby grants a Certificate of Appropriateness for Partial Demolition with the following conditions: i) The Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney in the Public Records of Broward County prior to the issuance of a Building Permit; ii) That demolition shall not take place prior to January 1, 2006; and iii) That the building shall contain an entry feature highlighting the history of the building.

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11 day of Oct, 2005.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

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

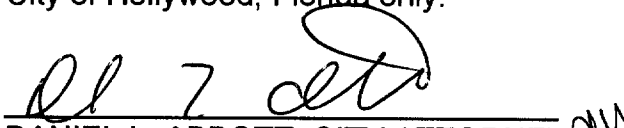

DANIEL L. ABBOTT, CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 14, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

TOGETHER WITH Lots 6, 7 and 8, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

LESS AND EXCEPT:

Commencing at the Southwest corner of Lot 6, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, at Page 21, in the Public Records of Broward County, Florida, run East on and along the South line of Lots 5, 7 and 8, for a distance of 65.36 feet to the Point of Beginning, said Point of Beginning being the point of curvature of a (curve) concave to the Northwest and having the following properties: R (Radius) - 30.00 feet, Delta - 123°06'46", Arc Length - 64.46 feet; thence run Northeasterly on said curve for a distance of 64.46 feet to the Point of Intersection with the East property line of Lot 8 of said Block 40; thence run Southeasterly on the East line of Lot 8, said East line being a curve having the following properties: R (Radius) - 492.00 feet, Delta - 09°52'51", Arc Length - 84.85 feet, extended to a Point of Intersection with the South line of Lots 6, 7 and 8 extended Easterly; thence run Westerly on and along the extension of Lots 6, 7 and 8 to the Point of Beginning,

Said lands situate in the City of Hollywood, Broward County, Florida, and contain 42.649 square feet (0.979 acres) more or less.

**CITY OF HOLLYWOOD
DEVELOPMENT REVIEW BOARD,
SUPPLEMENTED BY THREE MEMBERS OF THE
HISTORIC PRESERVATION BOARD**

RESOLUTION NO. 02-CDMPV-160(A)

A RESOLUTION OF THE DEVELOPMENT REVIEW BOARD SUPPLEMENTED BY THREE MEMBERS OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF HOLLYWOOD, FLORIDA, RECOMMENDING A CERTIFICATE OF APPROPRIATENESS FOR THE PARTIAL DEMOLITION OF A HISTORIC STRUCTURE (THE GREAT SOUTHERN HOTEL), APPROVING EIGHT VARIANCES, ISSUING A CERTIFICATE OF APPROPRIATENESS FOR DESIGN, AND GRANTING DESIGN REVIEW APPROVAL FOR THE CONSTRUCTION OF A MIXED USE BUILDING (231 CONDOMINIUM UNITS AND COMMERCIAL SPACE) PARTIALLY LOCATED IN THE HISTORIC HOLLYWOOD BUSINESS DISTRICT AS MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT "A" PURSUANT TO PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, Section 5.6.G of the City of Hollywood Zoning and Land Development Regulations requires a review by the Development Review Board supplemented by three members of the Historic Preservation Board (hereinafter collectively referred to as the Board), when the following criteria are met by the same project: i) the project requires approval of the Development Review Board and a Certificate of Appropriateness from the Historic Preservation Board; ii) the project is within a locally designated Historic District/Site or is listed on the National Register of Historic Places; and iii) the project is not within a single family or multi-family zoning district (RS or RM); and

WHEREAS, the Applicant, SFD @ Hollywood, LLC (File Number 02-CDMPV-160(A)), requested a Certificate of Appropriateness for Partial Demolition of a building located in the Historic Hollywood Business District (HPOD-1), listed on the National Register of Historic Places (Great Southern Hotel at 1858 Hollywood Boulevard), eight (8) variances, a Certificate of Appropriateness for Design and Design Review approval for the construction of a mixed use building consisting of 231 condominium units and commercial space at a location more particularly described in the attached Exhibit "A" incorporated herein by reference; and

WHEREAS, the project requires Development Review Board approval and a Certificate of Appropriateness from the Historic Preservation Board and is located within the Historic Hollywood Business District (HPOD-1), a portion of the project (the Great Southern Hotel) is a contributing structure within a district which is listed on the National

Register of Historic Places, and the project is not within a single family or multi-family zoning district (RS or RM); and

WHEREAS, a Certificate of Appropriateness for Demolition of a historic structure is required to be issued by the City Commission prior to the demolition of a historic structure; and

WHEREAS, the Board is duly empowered to consider a requests for variances involving property located within the Historic District; and

WHEREAS, a Certificate of Appropriateness for Design is required prior to the issuance of a building permit for new building construction, additions to existing buildings, major renovation work or substantial alteration based upon evaluation of the compatibility of the physical alteration or improvement with the criteria listed in Section 5.6.F.1 of the City of Hollywood Zoning and Land Development Regulations; and

WHEREAS, Design Review approval encompasses the examination of architectural drawings for consistency with the General Criteria outlined in Section 5.3.I.6.a.1-11 of the City of Hollywood Zoning and Land Development Regulations, the criteria as they appear in Design Guidelines Manual, and the City of Hollywood adopted Neighborhood Specific Design Review Criteria, all of which are subject to approval by the Board with regard to aesthetics, appearances, safety, and function of the structure in relation to the site, adjacent structures and surrounding community; and

WHEREAS, at an advertised public hearing was held on July 14, 2005 to consider the Applicant's requests; and

WHEREAS, the Board reviewed the Applicant's request for a Certificate of Appropriateness for Partial Demolition, reviewed the evidence submitted and testimony received at the public hearing, and considered the criteria for issuing a Certificate of Appropriateness for Partial Demolition as set forth in Section 5.6.F.5.d of the City's Zoning and Land Development Regulations as follows:

(a) The building, structure, improvement, or site is designated on either a National, State or Local level as an historic preservation district or an architectural landmark or Site.

(b) The building, structure, improvement, or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense.

(c) The building, structure, improvement, or site is one of the last remaining examples of its kind in the neighborhood, the county, or the region.

(d) The building, structure, improvement, or site contributes significantly to the historic character of a historically designated district.

(e) Retention of the building, structure, improvement, or site promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage.

(f) There are definite plans for reuse of the property if the proposed demolition is carried out, and those plans will adversely affect on the historic character of the Historic District.

(g) The Unsafe Structures Board has ordered the demolition of a structure or the feasibility study determines that the retention of the building would deny the owner of all economically viable uses of the property.

(h) Consideration of the information listed in the Historic Properties Database (a listing of historic and non-historic properties) as a guideline in determining whether a Certification of Appropriateness for Demolition should be issued; and

WHEREAS, after considering the criteria stated above, the Board recommends that the City Commission grant the Certificate of Appropriateness for Partial Demolition with conditions; and

WHEREAS, the Board reviewed the Applicant's request for eight variances, reviewed the evidence submitted and testimony received at the public hearing, and makes the following findings pursuant to the criteria listed in Section 5.6.J of the City's Zoning and Land Development Regulations as follows:

As to the Applicant's request for a variance to waive the required twenty-five (25) foot pedestal front setback (Harrison Street) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to Applicant's request for a variance to waive the required twenty (20) foot pedestal side street setback (Young Circle) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required twenty (20) foot pedestal side street setback (19th Avenue) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required fifty (50) foot tower front setback (Harrison Street) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required fifty (50) foot tower front setback (Hollywood Boulevard) to provide a thirty-six (36) foot setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required fifty (50) foot tower side setback (Young Circle) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required fifty (50) foot tower side street setback (19th Avenue) to provide zero setback:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

As to the Applicant's request for a variance to waive the required maximum building height/stories of 150 feet/15 stories to provide for a building height of 198.5 feet/19 stories:

(a) That the requested variance maintains the basic intent and purpose of the subject regulations including the Historic District Regulations, Guidelines and Resolutions, 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, Objective and Policies of the adopted Comprehensive Plan, as amended from time to time; and

(d) That the requested variance is the minimum variance reasonably necessary; and

WHEREAS, the Board determines that the variance should be conditionally granted; and

WHEREAS, the Board reviewed the Applicant's request for a Certificate of Appropriateness for Design, reviewed the evidence submitted and testimony received at the public hearing, and applied the criteria for granting a Certificate of Appropriateness for Design as contained in the Section 5.6.D.3 a. and b. of the City's Zoning and Land Development Regulations as follows:

1. The criteria for reviewing a request for a Certificate of Appropriateness for Design set forth in Section 5.6.F requires compliance with the following: integrity of location, design, setting, materials, workmanship, and association; and

WHEREAS, the Board determines that the Certificate of Appropriateness for Design should be conditionally granted; and

WHEREAS, 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 are 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, SUPPLEMENTED BY THREE MEMBERS OF THE HISTORIC PRESERVATION BOARD, OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, determines that the property is a historic structure and recommends the issuance of a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel upon the following conditions: i) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; ii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 2: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required twenty-five (25) foot pedestal front setback (Harrison Street) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission

granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit

Section 3: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required twenty (20) foot pedestal side street setback (Young Circle) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 4: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required twenty (20) foot pedestal side street setback (19th Avenue) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 5: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required fifty (50) foot tower front setback (Harrison Street) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 6: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive

the required fifty (50) foot tower front setback (Hollywood Boulevard) to provide thirty-six (36) setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 7: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required fifty (50) foot tower side street setback (Young Circle) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 8: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required fifty (50) foot tower front side setback (19th Avenue) to provide zero setback upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 9: That the Board, after hearing all evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the Applicant's request for a variance to waive the required maximum building height/stories of 150 feet/fifteen stories to provide a building height of 198.5 feet/19 stories upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

Section 10: That the Board, after hearing all the evidence submitted and reviewing the Applicant's request and Staff Summary Report and hearing testimony from all parties and public speakers, approves the issuance of a Certificate of Appropriateness for Design upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That approval is subject to the variances being granted; iv) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.

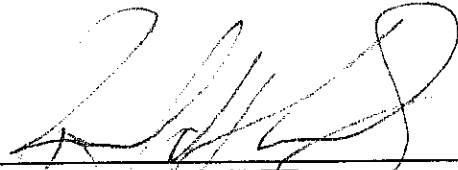
Section 11: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the Design Review approval is hereby granted based on the plans submitted by the Applicant and reviewed by the Board upon the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be setback 20 feet from the west property line for the length of the Great Southern Hotel façade facing 19th Avenue; iii) That approval is subject to the variances being granted; iv) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit; v) That the architect, at his/her discretion, is to make the design between the parking garage and the Great Southern Hotel compatible.

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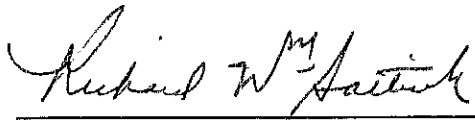
Section 12: That the Office of Planning is hereby directed to forward a copy of this Resolution to the Applicant and the owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided 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 14th DAY OF JULY, 2005.

RENDERED THIS 18th DAY OF August, 2005.



PETER HERNANDEZ
CHAIR



RICHARD SALTRICK
SECRETARY

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Historic
Preservation Board of the City of
Hollywood, Florida only



DENISE MANOS, ESQ.
BOARD ATTORNEY

(HISTORIC PRESERVATION BOARD RESOLUTION 02-CDMPV-160(A))

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 14, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

TOGETHER WITH Lots 6, 7 and 8, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

LESS AND EXCEPT:

Commencing at the Southwest corner of Lot 6, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, at Page 21, in the Public Records of Broward County, Florida, run East on and along the South line of Lots 5, 7 and 8, for a distance of 65.36 feet to the Point of Beginning, said Point of Beginning being the point of curvature of a (curve) concave to the Northwest and having the following properties: R (Radius) - 30.00 feet, Delta - 123°06'46", Arc Length - 64.46 feet; thence run Northeasterly on said curve for a distance of 64.46 feet to the Point of Intersection with the East property line of Lot 8 of said Block 40; thence run Southeasterly on the East line of Lot 8, said East line being a curve having the following properties: R (Radius) - 492.00 feet, Delta - 09°52'51", Arc Length - 84.85 feet, extended to a Point of Intersection with the South line of Lots 6, 7 and 8 extended Easterly; thence run Westerly on and along the extension of Lots 6, 7 and 8 to the Point of Beginning,

Said lands situate in the City of Hollywood, Broward County, Florida, and contain 42.649 square feet (0.979 acres) more or less.

EXHIBIT "A"

2

**CITY OF HOLLYWOOD
DEVELOPMENT REVIEW BOARD**

RESOLUTION NO. 02-CDMPV-160(a)

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD GRANTING SITE PLAN APPROVAL FOR THE CONSTRUCTION OF A MIXED USE BUILDING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS AND CODE OF ORDINANCES.

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

WHEREAS, the Board is duly empowered to grant site plan approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and pursuant to Chapter 162, Hollywood Municipal Code of Ordinances; and

WHEREAS, SFD @ Hollywood, LLC (the "Applicant"), in File Number 02-CDMPV-160(A), applied for site plan approval for the construction of a mixed use building consisting of 231 condominium units and commercial space more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Applicant also requested a Certificate of Appropriateness for Partial Demolition, eight variances, a Certificate of Appropriateness for Design, and Design Review approval in connection with the application; and

WHEREAS, the Applicant's request for a Certificate of Appropriateness for Partial Demolition, eight variances, a Certificate of Appropriateness for Design, and Design Review approval were heard by the Development Review Board supplemented by three members of the Historic Preservation Board at a joint meeting pursuant to Section 5.3.1.3 of the City of Hollywood Zoning and Land Development Code; and

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

WHEREAS, the project has been reviewed by the Technical Advisory Committee (TAC) and found substantially compliant with applicable regulations; and

1

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City of Hollywood
2600 Hollywood Blvd, Room 315
Hollywood, FL 33020

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WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's request for site plan approval on July 14, 2005; and

WHEREAS, the Board reviewed the application for site plan approval for the construction of a mixed use building consisting of 231 condominium units and commercial space, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and made the following findings:

1. As to site plan approval, the Board finds that the site plan for the construction of a mixed use building consisting of 231 condominium units and commercial space as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans.

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, site plan approval is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board with the following conditions: i) That approval is subject to the City Commission granting a Certificate of Appropriateness for Partial Demolition of the Great Southern Hotel; ii) That the proposed parking garage must be set back 20 feet from the west property line for the length of the Great Southern Hotel; iii) That approval is subject to the eight (8) variances being granted; iv) That the Applicant must record a Unity of Title for lots 1 through 14, block 40 and alley, in a form acceptable to the City Attorney, in the Public Records of Broward County prior to the issuance of a Building Permit.


(This space intentionally left blank.)

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 02-CDMPV-160(a))

Section 2: 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.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2005.

RENDERED THIS 1st DAY OF August, 2005.



PETER HERNANDEZ
CHAIRMAN



RICHARD SALTRICK
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. 02-CDMPV-160(a))

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 14, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

TOGETHER WITH Lots 6, 7 and 8, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, Page 21, of the Public Records of Broward County, Florida,

LESS AND EXCEPT:

Commencing at the Southwest corner of Lot 6, Block 40, HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 1, at Page 21, in the Public Records of Broward County, Florida, run East on and along the South line of Lots 5, 7 and 8, for a distance of 65.36 feet to the Point of Beginning, said Point of Beginning being the point of curvature of a (curve) concave to the Northwest and having the following properties: R (Radius) - 30.00 feet, Delta - 123°06'46", Arc Length - 64.46 feet; thence run Northeasterly on said curve for a distance of 64.46 feet to the Point of Intersection with the East property line of Lot 8 of said Block 40; thence run Southeasterly on the East line of Lot 8, said East line being a curve having the following properties: R (Radius) - 492.00 feet, Delta - 09°52'51", Arc Length - 84.85 feet, extended to a Point of Intersection with the South line of Lots 6, 7 and 8 extended Easterly; thence run Westerly on and along the extension of Lots 6, 7 and 8 to the Point of Beginning,

Said lands situate in the City of Hollywood, Broward County, Florida, and contain 42.649 square feet (0.979 acres) more or less.

Exhibit "A"