



CITY OF  
**Hollywood**  
DEVELOPMENT SERVICES  
PLANNING DIVISION

# GENERAL APPLICATION

APPLICATION DATE: \_\_\_\_\_

**2600 Hollywood Blvd**

Room 315

Hollywood, FL 33022

Tel: (954) 921-3471

Email: Development@  
Hollywoodfl.org

### SUBMISSION REQUIREMENTS:

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

### NOTE:

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

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

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

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

### PROPERTY INFORMATION

**Location Address:** 2327-2339 Lincoln Street Hollywood Florida

Lot(s): 10,11 Block(s): 12 Subdivision: Hollywood Little R.

Folio Number(s): 5142 16 01 4540

Zoning Classification: DH-2 Land Use Classification: Residential

Existing Property Use: Vacant Land Sq Ft/Number of Units: 0

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

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): Lincoln Village project name

### DEVELOPMENT PROPOSAL

Explanation of Request: New construction 15 unit townhome development

Phased Project: Yes  No  Number of Phases:

Project	Proposal
Units/rooms (# of units)	# UNITS: <input type="text" value="15"/> #Rooms <input type="text" value="0"/>
Proposed Non-Residential Uses	<input type="text" value="NA"/> S.F.)
Open Space (% and SQ.FT.)	Required %: <input type="text" value="NA"/> (Area: <input type="text" value="NA"/> S.F.)
Parking (# of spaces)	PARK. SPACES: (# <input type="text" value="32"/> )
Height (# of stories)	(# STORIES) <input type="text" value="3"/> ( <input type="text" value="33"/> FT.)
Gross Floor Area (SQ. FT)	Lot(s) Gross Area ( <input type="text" value="29,655"/> FT.)

**Name of Current Property Owner:** 2327 & 2339 LINCOLN ST LLC

Address of Property Owner: 2999 NE 191 ST #402 AVENTURA FL 33180

Telephone: 954-920-5746 Email Address: joseph@kallerarchitects.com

**Applicant** Joseph B. Kaller, AIA, LEED BD+C    Consultant  Representative  Tenant

Address: 2417 Hollywood Blvd, Hollywood FL Telephone: 954-920-5746

Email Address: joseph@kallerarchitects.com

Email Address #2: rocky@kallerarchitects.com

Date of Purchase: 8/16/2024 Is there an option to purchase the Property? Yes  No

If Yes, Attach Copy of the Contract.

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

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



CITY OF  
**Hollywood**  
DEVELOPMENT SERVICES  
PLANNING DIVISION

# GENERAL APPLICATION

## CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

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

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

Signature of Current Owner: \_\_\_\_\_

Date: 10/21/2024

**PRINT NAME:** Maximiliano Ingerflom

Date: 10-21-24

Signature of Consultant/Representative: \_\_\_\_\_

Date: 10-21-24

**PRINT NAME:** Joseph B. Kaller, AIA, LEED BD+C

Date: 10-21-24

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

Date: \_\_\_\_\_

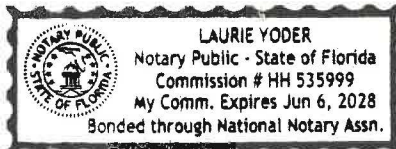
**PRINT NAME:** \_\_\_\_\_

Date: \_\_\_\_\_

### Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for Preliminary Technical Adv. Review to my property, which is hereby made by me or I am hereby authorizing Joseph B. Kaller to be my legal representative before the Technical Advisory (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me  
this 21<sup>st</sup> day of October 24



Notary Public

State of Florida

My Commission Expires: \_\_\_\_\_ (Check One)  Personally known to me; OR  Produced Identification \_\_\_\_\_

Signature of Current Owner

Maximiliano Ingerflom

Print Name



KallerArchitecture

**City of Hollywood**

Planning and Development Services Department  
2600 Hollywood Blvd  
Hollywood, FL 33020

Subject: Proposed Development of 15 Fee-Simple Townhomes at 2327-2339 Lincoln Street  
Hollywood, FL 33020

To Whom It May Concern,

I am writing to inform the City of Hollywood of a newly proposed townhome development project within DH-2 of the Recreational Activity District (RAC). Our project involves the construction of 15 Fee-Simple Townhomes, which will be designed to offer quality living spaces for the residents of the City of Hollywood. The townhomes will vary in square footage, unit type and number of stories to accommodate a diverse range of potential homeowners.

We would like to emphasize that this development will be constructed in full accordance with the property owner's rights, and as such, there will be no need for any variances or special exceptions. We are committed to ensuring that the project complies with all zoning and regulatory requirements established by the City of Hollywood Land Development and Florida Building Code.

We are excited to contribute to the growth and development of City of Hollywood, and we believe this project will be a valuable addition to the community.

Thank you for your attention to this matter. We look forward to working with the City of Hollywood and making this project a reality.

Sincerely,

Joseph B. Kaller  
President  
Kaller Architecture

**CITY OF HOLLYWOOD  
PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT  
PARK IMPACT FEE APPLICATION**

Pursuant to Chapter 161.07 (G)(1) of the City's Zoning and Land Development Regulations, all persons platting or subdividing land for residential purposes or for hotel/motel purposes or who are required to obtain site plan approval for a residential, hotel or motel development shall be required to pay a park impact fee. This fee is to be used for parks (passive or active open space or recreational facilities) to meet the needs created by the development.

Is this a residential or hotel/motel development?      Yes       No

If YES was selected please provide the following information. In NO was selected please do not complete application.

**(PRINT LEGIBLY OR TYPE)**

1. Owners Name: AHO Developments LLC
2. Project Name: Lincoln Street Townhomes
3. Project Address: 2327 & 2329 Lincoln Street.
4. Contact person: Keller Architecture - Joseph B Keller.
5. Contact number: 954-920-5746
6. Type of unit(s): Single Family       Multi-Family       Hotel/Motel
7. Total number of residential and/or hotel/motel units: 15 townhome units
8. Unit Fee per residential dwelling based on sq. ft.: \$1401.00
9. Unit Fee per hotel/motel room: \$1,355.00
10. Total Park Impact Fee: \$21,015.00      Date: 10/31/24

The Park Impact Fee shall be paid in full prior to issuance of a building permit unless the project is to be completed in phases. This application provides an approximate Park Impact Fee however the final Park Impact Fee will be calculated and paid at time of building permit request.

This application (if applicable) should be submitted to the Technical Advisory Committee to obtain Parks, Recreation and Cultural Arts Department approval.

Please contact David Vazquez, Department of Parks, Recreation and Cultural Arts  
at 954.921.3404 or [d vazquez@hollywoodfl.org](mailto:d vazquez@hollywoodfl.org) with any inquiries.

The School Board of Broward County, Florida  
**PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)**

**SITE PLAN**  
**SBBC-3919-2024 Municipality**  
**Number: N/A**  
**Folio #: 514216014540**  
**Lincoln Street Townhomes**



**SCAD Expiration Date: May 18, 2025**

Growth Management  
Facility Planning and Real Estate Department  
600 SE 3rd Avenue, 8th Floor  
Fort Lauderdale, Florida 33301  
Tel: (754) 321-2177 Fax: (754) 321-2179  
[www.browardschools.com](http://www.browardschools.com)

**PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION  
SITE PLAN**

PROJECT INFORMATION	NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
<b>Date:</b> November 19, 2024	<b>Single-Family:</b>		Elementary: 2
<b>Name:</b> Lincoln Street Townhomes	<b>Townhouse:</b> 15		Middle: 1
<b>SBBC Project Number:</b> SBBC-3919-2024	<b>Garden Apartments:</b>		High: 2
<b>County Project Number:</b> N/A	<b>Mid-Rise:</b>		Total: 5
<b>Municipality Project Number:</b> N/A	<b>High-Rise:</b>		
<b>Owner/Developer:</b> Alto Developments LLC	<b>Mobile Home:</b>		
<b>Jurisdiction:</b> Hollywood	<b>Total:</b> 15		

**SHORT RANGE - 5-YEAR IMPACT**

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Oakridge	605	958	459	-206	-11	69.0%	13
Olsen	1,080	849	558	-630	-28	47.0%	12
South Broward High	2,297	735	2,295	-231	-9	90.9%	17

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				24/25	25/26	26/27	27/28	28/29
Oakridge	472	-249	65.5%	440	432	423	415	406
Olsen	570	-668	46%	519	489	490	521	508
South Broward High	2,312	-206	91.8%	2,285	2,286	2,280	2,275	2,268

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to apply individual charter school enrollment impacts against school facility review processes.

\*This number represents the higher of: 100% gross capacity or 110% permanent capacity. \*\*The first Monday following Labor Day. \*\*\*Greater than 100% exceeds the adopted Level of Service (LOS).

## CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2023-24 Contract Permanent Capacity	2023-24 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				24/25	25/26	26/27
Avant Garde Academy	1,074	1,139	65	1,139	1,139	1,139
Avant Garde K-8 Broward	1,050	1,125	75	1,125	1,125	1,125
Ben Gamla Charter	625	353	-272	353	353	353
Hollywood Academy K_5	1,100	1,113	13	1,113	1,113	1,113
International Studies Academy High School	372	224	-148	224	224	224
International Studies Academy Middle School	594	293	-301	293	293	293
Paragon Academy Of Technology	500	142	-358	142	142	142
Sunshine Elementary	500	211	-289	211	211	211

## PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Oakridge	There are no scheduled classroom additions in the Adopted DEFP that would increase the reflected FISH capacity of the school.
Olsen	There are no scheduled classroom additions in the current ADEFP that would increase the reflected FISH capacity of the school.
South Broward High	There are no scheduled classroom additions in the current ADEFP that would increase the reflected FISH capacity of the school.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The benchmark enrollment count taken on the first Monday following Labor Day is used to apply individual charter school enrollment impacts against school facility review processes.

## Comments

The site plan application proposes 15 (three-bedroom or more) townhouse units, which are anticipated to generate 5 (2 elementary, 1 middle, and 2 high) students into Broward County Public Schools.

Please be advised that this application was reviewed utilizing 2023/24 school year data because the current school year (2024/25) data will not be available until updates are made to the five-year student enrollment projections. The school Concurrency Service Areas (CSA) serving the project site in the 2023/24 school year include Oakridge Elementary, Olsen Middle, and South Broward High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2023/24- 2025/26), these schools are expected to maintain their current status through the 2025/26 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment.

Charter schools located within a two-mile radius of the site in the 2023/24 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status.

To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County.

Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2024/25 to 2028/29 regarding pertinent impacted schools are depicted above.

This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 15 (three-bedroom or more) townhouse units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on May 18, 2025. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project.

Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.



**SBBC-3919-2024 Meets Public School Concurrency Requirements**

Yes  No

Reviewed By:

11/20/2024

**Date**

*Glennika D. Gordon*

**Signature**

Glennika D. Gordon, AICP, CNU-A

**Name**

Planner

**Title**



October 17, 2024

**VIA EMAIL:**

[ys@g2law.com](mailto:ys@g2law.com)

[max@alto-developments.com](mailto:max@alto-developments.com)

Attn: Yosef Shwedel & Maximiliano Ingerflom  
GS2 Law PLLC & 2327 - 2329 Lincoln St LLC  
20803 Biscayne Blvd, Suite 405 Aventura FL 33180

Re: Title No.: E-24-01164-FL  
Premises: 2327-2339 Lincoln Street, Hollywood FL 33020  
[Tax Parcel ID: 51-42-16-01-4540](#)

Dear Mr. Shwedel and Mr. Ingerflom:

Pursuant to your request, Essex Title obtained a search of the Official Records of Broward County from 1922 and onward in connection with the above-referenced premises. The search disclosed the following matters of record from September 5, 2024, through October 14, 2024, effective date of Broward County Official Records.

- 1) As of August 16, 2024, title is vesting in: [2327 & 2339 Lincoln St LLC, a Florida limited liability company](#)
- 2) The following items on the said real property recorded in the aforesaid Lyon County Official Records have been found:
  - a. Mortgage, Assignment of Leases and Rents, and Security Agreement in favor of Nexos Invest, Corp., a Florida corporation, in the amount of \$1,017,500.00 dated September 13, 2024 and recorded September 17, 2024, in [Instrument Number 119800514](#), of the Public Records of Broward County, Florida.
  - b. Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of An Amended Plat of Hollywood Little Ranches, dated July 3, 1922 and recorded July 22, 1926, in [Plat Book 1, Page 26](#), Public Records of Broward County, Florida.
  - c. Restrictions contained in contained in Deed, dated January 12, 1925 and recorded January 13, 1925, in [Deed Book 40, Page 340](#), Public Records of Broward County, Florida.
  - d. Easement in favor of Florida Power & Light Company, dated October 1, 1965 and recorded October 4, 1965, in [Official Records Book 3092, Page 580](#), Public Records of Broward County, Florida. (specific to portion of Lot 10 of subject property)
  - e. Ordinance No. 76, dated March 27, 1979 and recorded April 9, 1979, in [Official Records Book 8136, Page 244](#), Public Records of Broward County, Florida.

- f. Ordinance(s), dated June 28, 2005 and recorded July 15, 2005, in [Official Records Book 40082, Page 1783](#) and [Official Records Book 40082, Page 1789](#), Public Records of Broward County, Florida.
- g. Covenant of Unity of Title, dated December 22, 2005 and recorded December 29, 2005, in [Official Records Book 41176, Page 1213](#), Public Records of Broward County, Florida. (specific to Lot 10 of subject property)
- h. City of Hollywood Development Review Board Resolution NO 05-DP-59, dated February 24, 2006 and recorded February 299, 2006, in [Official Records Book 41539, Page 1983](#), Public Records of Broward County, Florida. (specific to Lot 10 of subject property)
- i. City of Hollywood Conveyance Agreement, dated May 2, 2007 and recorded May 16, 2007, in [Official Records Book 44047, Page 1982](#), Public Records of Broward County, Florida. (specific to portion of Lot 11 of subject property)
- j. City of Hollywood Conveyance Agreement, dated May 2, 2007 and recorded May 16, 2007, in [Official Records Book 44048, Page 1](#), Public Records of Broward County, Florida. (specific to Lot 10 of subject property)
- k. City of Hollywood Planning and Development Board Resolution No. 13-DPV-61, dated February 11, 2014 and recorded February 24, 2014, in [Official Records Book 50570, Page 299](#), Public Records of Broward County, Florida. (specific to subject property)
- l. Declaration of Unity of Title, dated August 2, 2016 and recorded December 5, 2016, in [Instrument Number 114077076](#), Public Records of Broward County, Florida. (specific to subject property)
- m. City of Hollywood Planning and Redevelopment Board Resolution No. 22-DP-35, dated August 21, 2023 and recorded August 28, 2023, in [Instrument Number 119066961](#), Public Records of Broward County, Florida. (specific to subject property)

The searches and results thereof set forth in this letter ("Letter") are provided for informational purposes only and no policy of title insurance is issued herewith. This Letter is made for and accepted by the applicant upon the express understanding that the effective date of any existing title insurance policy is not being changed nor does it increase the amount of insurance, if any. Liability of the Company is limited to the amount paid for this Letter.

If you have any questions, please contact me at [anne@essextitle.com](mailto:anne@essextitle.com)

Best regards,

**ESSEX TITLE LLC**  
**Anne Rizzo**

The Land is described as follows:

Lot 10 and the South 70 feet of Lot 11, Block 12, **HOLLYWOOD LITTLE RANCHES**, according to plat thereof as recorded in [Plat Book 1, Page 26](#), of the Public Records of Broward County, Florida.

**PROPERTY SUMMARY**

<b>Tax Year:</b> 2025	<b>Property Use:</b> 00 - Vacant residential	<b>Deputy Appraiser:</b> Residential Department
<b>Property ID:</b> 514216014540	<b>Millage Code:</b> 0513	<b>Appraisers Number:</b> 954-357-6831
<b>Property Owner(s):</b> 2327 & 2339 LINCOLN ST LLC	<b>Adj. Bldg. S.F.:</b> 0	<b>Email:</b> <a href="mailto:realprop@bcpa.net">realprop@bcpa.net</a>
<b>Mailing Address:</b> 2999 NE 191 ST #402 AVENTURA, FL 33180	<b>Bldg Under Air S.F.:</b>	<b>Zoning :</b> DH-2 - DIXIE HIGHWAY MEDIUM INTENSITY MULTI-FAMILY DISTRICT
<b>Physical Address:</b> 2327 - 2339 LINCOLN STREET HOLLYWOOD, 33020	<b>Effective Year:</b> 0	<b>Abbr. Legal Des.:</b> HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 & S 70 OF LOT 11, BLK 12
	<b>Year Built:</b>	
	<b>Units/Beds/Baths:</b> 0 / /	

**PROPERTY ASSESSMENT**

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2025	\$1,100,320	0	0	\$1,100,320	\$1,100,320	
2024	\$1,100,320	0	0	\$1,100,320	\$748,900	
2023	\$680,820	0	0	\$680,820	\$680,820	\$14,414.17

**EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$1,100,320	\$1,100,320	\$1,100,320	\$1,100,320
Portability	0	0	0	0
Assessed / SOH	\$1,100,320	\$1,100,320	\$1,100,320	\$1,100,320
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$1,100,320	\$1,100,320	\$1,100,320	\$1,100,320

**SALES HISTORY FOR THIS PARCEL**

Date	Type	Price	Book/Page or Cin
08/16/2024	Quit Claim Deed Non-Sale Title Change	\$100	119745705
11/18/2020	Warranty Deed Qualified Sale	\$680,000	116878128
08/02/2013	Multi Warranty Deed Excluded Sale	\$600,000	111732862
06/28/2012	Multi Special Warranty Deed Disqualified Sale	\$450,000	48870 / 238
09/21/2010	Multi Amended Certificate of Title Non-Sale Title Change	\$100	47516 / 414

**LAND CALCULATIONS**

Unit Price	Units	Type
\$40.00	27,508 SqFt	Square Foot

**RECENT SALES IN THIS SUBDIVISION**

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
514216015300	10/02/2024	Personal Representatives Deed	Disqualified Sale	\$253,000	119830397	609 N 26 AVE HOLLYWOOD, FL 33020
514216012260	09/27/2024	Warranty Deed	Qualified Sale	\$950,000	119836802	2328 JACKSON ST HOLLYWOOD, FL 33020
514216012083	09/24/2024	Warranty Deed	Qualified Sale	\$370,000	119820412	2201 MONROE ST #A3 HOLLYWOOD, FL 33020
514216012800	09/23/2024	Warranty Deed	Qualified Sale	\$592,000	119813665	2309 VAN BUREN ST HOLLYWOOD, FL 33020
514216010182	09/12/2024	Multi Warranty Deed	Excluded Sale	\$1,150,000	119798845	COLLINS CT HOLLYWOOD, FL 33020

**SPECIAL ASSESSMENTS**

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Hlwd Fire Rescue (05)								
Vacant Lots (L)								
1								

**SCHOOL**

**Oakridge Elementary School:** B  
**Olsen Middle School:** C  
**South Broward High School:** C

**ELECTED OFFICIALS**

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz

**Florida House Rep.  
District**  
105

**Florida House Rep. Name**  
Marie Woodson

**Florida Senator District**  
37

**Florida Senator Name**  
Jason W. B. Pizzo

**School Board Member**  
Daniel P. Foganholi

Property ID Number 514216-01-4540	Escrow Code	Assessed Value See Below	Exemptions See Below	Taxable Value See Below	Millage Code 0513
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2327 LINCOLN VILLAGE LLC  
 800 SE 4 AVE #704  
 HALLANDALE BEACH, FL 33009

**PAYMENTS MUST BE MADE IN US FUNDS AND  
 DRAWN ON US BANK ACCOUNT.**

2327-2339 LINCOLN ST  
 HOLLYWOOD LITTLE RANCHES 1-26 B  
 LOT 10 & S 70 OF LOT 11, BLK 12

\$14,414.17  
 WWW-23-00209190  
 Paid By 2327 Lincoln Village, llc

Taxing Authority	Millage	AD VALOREM TAXES Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.54920	680,820	0	680,820	3,778.01
VOTED DEBT	0.11980	680,820	0	680,820	81.56
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.92600	680,820	0	680,820	3,353.72
CAPITAL OUTLAY	1.50000	680,820	0	680,820	1,021.23
VOTER APPROVED DEBT LEVY	0.18960	680,820	0	680,820	129.08
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	680,820	0	680,820	22.26
OKEECHOBEE BASIN	0.10260	680,820	0	680,820	69.85
SFWM DISTRICT	0.09480	680,820	0	680,820	64.54
SOUTH BROWARD HOSPITAL	0.09370	680,820	0	680,820	63.79
CHILDREN'S SVCS COUNCIL OF BC	0.45000	680,820	0	680,820	306.37
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	680,820	0	680,820	5,083.34
DEBT SERVICE	0.61810	680,820	0	680,820	420.81
FL INLAND NAVIGATION	0.02880	680,820	0	680,820	19.61

Receipt #  
 Paid 03/06/2024

<b>Total Millage:</b>	21.17180	<b>Ad Valorem Taxes:</b>	\$14,414.17
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Levying Authority	NON-AD VALOREM TAXES Rate	Amount
<b>Non-Ad Valorem Assessments:</b>		\$0.00
<b>Combined Taxes and Assessments:</b>		\$14,414.17

If Postmarked By Please Pay	Mar 31, 2024 \$0.00			
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Paid 03/06/2024 Receipt # WWW-23-00209190 \$14,414.17  
 Paid By 2327 Lincoln Village, llc

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR  
 GOVERNMENTAL CENTER ANNEX  
 115 S. ANDREWS AVENUE, ROOM # A100  
 FORT LAUDERDALE, FL 33301-1895

Property ID Number
514216-01-4540

**PAY YOUR TAXES ONLINE AT:  
 broward.county-taxes.com**

If Postmarked By	Please Pay
Mar 31, 2024	\$0.00

Return with Payment

**PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT**

2327 LINCOLN VILLAGE LLC  
 800 SE 4 AVE #704  
 HALLANDALE BEACH, FL 33009

**Please Pay Only One Amount**



## Real Estate Account #514216-01-4540

**Owner:**  
2327 LINCOLN VILLAGE LLC

**Situs:**  
2327-2339 LINCOLN ST

[Parcel details](#)  
[GIS](#)  
[Property Appraiser](#)



Get bills by email

### Amount Due

Your account is **paid in full**. There is nothing due at this time.  
Your last payment was made on **03/06/2024** for **\$14,414.17**.

### Account History

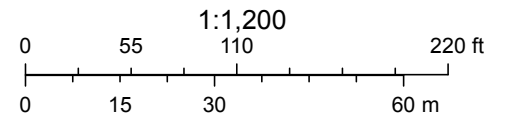
BILL	AMOUNT DUE	STATUS	ACTION
<a href="#">2023 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$14,414.17	03/06/2024 <b>Receipt</b> #WWW-23-00209190 <a href="#">Print (PDF)</a>
<a href="#">2022 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$13,612.38	12/14/2022 <b>Receipt</b> #WWW-22-00146184 <a href="#">Print (PDF)</a>
<a href="#">2021 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$12,664.66	02/03/2022 <b>Receipt</b> #WWW-21-00172541 <a href="#">Print (PDF)</a>
<a href="#">2020 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$6,265.60	11/30/2020 <b>Receipt</b> #11B-20-00000721 <a href="#">Print (PDF)</a>
<b>2019</b> ⓘ			
<a href="#">2019 Annual Bill</a>		<b>Paid</b> \$6,825.56	08/28/2020 <b>Receipt</b> #11D-19-00001456
<b>Refund</b>		<b>Processed</b> \$441.54	09/04/2020 <b>To</b> USA REBUILDERS LLC
<a href="#">Tax Deed Application #45937</a>		<b>Paid off</b>	08/28/2020
		<b>Paid \$6,825.56</b>	
<b>2018</b> ⓘ			
<a href="#">2018 Annual Bill</a>		<b>Paid</b> \$6,893.92	08/28/2020 <b>Receipt</b> #11D-19-00001456
<a href="#">Tax Deed Application #45937</a>		<b>Paid off</b>	08/28/2020
		<b>Paid \$6,893.92</b>	
<b>2017</b> ⓘ			
<a href="#">2017 Annual Bill</a>	\$0.00	<b>Paid</b> \$6,941.32	08/28/2020 <b>Receipt</b> #11D-19-00001456
<a href="#">2017 TDA Fees Bill</a> ⓘ	\$0.00	<b>Paid</b> \$339.20	08/28/2020 <b>Receipt</b> #11D-19-00001456
<a href="#">Tax Deed Application #45937</a>		<b>Paid off</b>	08/28/2020
		<b>Paid \$7,280.52</b>	
<a href="#">2016 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,166.59	02/13/2017 <b>Receipt</b> #WWW-16-00103707 <a href="#">Print (PDF)</a>
<a href="#">2015 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,298.30	05/02/2016 <b>Receipt</b> #WWW-15-00129289 <a href="#">Print (PDF)</a>
<b>2014</b> ⓘ			
<a href="#">2014 Annual Bill</a>	\$0.00	<b>Paid</b> \$5,034.11	06/16/2015 <b>Receipt</b> #WWW-14-00118851 <a href="#">Print (PDF)</a>
<a href="#">Certificate #21295</a>		<b>Redeemed</b>	06/16/2015 <b>Face</b> \$4,788.44, <b>Rate</b> 0.25%
		<b>Paid \$5,034.11</b>	
<a href="#">2013 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,158.05	02/18/2014 <b>Receipt</b> #WWW-13-00074848 <a href="#">Print (PDF)</a>
<a href="#">2012 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,248.02	05/17/2013 <b>Receipt</b> #WWW-12-00085103 <a href="#">Print (PDF)</a>
<a href="#">2011 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,109.79	11/30/2011 <b>Receipt</b> #13B-11-00001851 <a href="#">Print (PDF)</a>
<a href="#">2010 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$3,591.92	11/30/2010 <b>Receipt</b> #30B-10-00000296 <a href="#">Print (PDF)</a>
<b>2009</b> ⓘ			
<a href="#">2009 Annual Bill</a>	\$0.00	<b>Paid</b> \$4,302.27	11/30/2010 <b>Receipt</b> #30B-10-00000296 <a href="#">Print (PDF)</a>
<a href="#">Certificate #17931</a>		<b>Redeemed</b>	11/30/2010 <b>Face</b> \$4,091.45, <b>Rate</b> 0.25%
		<b>Paid \$4,302.27</b>	
<b>2008</b> ⓘ			



<a href="#">2008 Annual Bill</a>		<b>Paid</b> \$4,771.63	11/30/2010	<b>Receipt</b> #30B-10-00000296	
<a href="#">Tax Deed Application #23916</a>		<b>Paid off</b>	11/30/2010		
		<b>Paid \$4,771.63</b>			
<b>2007</b> ⓘ					
<a href="#">2007 Annual Bill</a>		<b>Paid</b> \$8,375.96	11/30/2010	<b>Receipt</b> #30B-10-00000296	
<a href="#">Tax Deed Application #23916</a>		<b>Paid off</b>	11/30/2010		
		<b>Paid \$8,375.96</b>			
<b>2006</b> ⓘ					
<a href="#">2006 Annual Bill</a>	\$0.00	<b>Paid</b> \$12,268.28	11/30/2010	<b>Receipt</b> #30B-10-00000296	
<a href="#">2006 TDA Fees Bill</a> ⓘ	\$0.00	<b>Paid</b> \$200.00	11/30/2010	<b>Receipt</b> #30B-10-00000296	
<a href="#">Tax Deed Application #23916</a>		<b>Paid off</b>	11/30/2010		
		<b>Paid \$12,468.28</b>			
<a href="#">2005 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$3,660.75	11/21/2005	<b>Receipt</b> #2005-8805130	 <a href="#">Print (PDF)</a>
<a href="#">2004 Annual Bill</a> ⓘ	\$0.00	<b>Paid</b> \$2,950.24	11/29/2004	<b>Receipt</b> #2004-1901139	 <a href="#">Print (PDF)</a>
<b>Total Amount Due</b>	<b>\$0.00</b>				



October 17, 2024



Prepared by and return to:  
**Law Office of Valeria Schwartzman P.A**  
Valeria Schwartzman, Esq  
2999 NE 191<sup>ST</sup> St.  
Suite 402  
Aventura, FL 33180  
File# C24066

## Quit Claim Deed

**This Quit Claim Deed** made this 16 day of August 2024 between **2327 LINCOLN VILLAGE LLC**, a Florida limited liability company, whose post office address is 800 SE 4TH AVENUE, SUITE 704. HALLANDALE BEACH, FL 33009 ("**Grantor**") and **2327 & 2339 LINCOLN ST LLC**, a Florida limited liability company, whose post office address is 2999 NE 191 ST. 402. AVENTURA, FL 33180 ("**Grantee**"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees).

**Witnesseth**, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, do hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida to-wit:

**Lot 10, Block 12, of Hollywood Little Ranches, according to the plat thereof, as recorded in plat book 1, at page 26, of the public records of Broward County, Florida. The south 70 feet of lot 11, block 12, of Hollywood Little Ranches, according to the plat thereof, as recorded in plat Book 1 at page 26, of the Public Records of Broward County, Florida.**

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

2327 LINCOLN VILLAGE LLC, a Florida limited liability company

By: [Signature]  
Armando F. Vargas, Manager

[Signature]  
Print Name: Mayrelys Iglesias  
Address: 2999 NE 191st  
Suite 402, Aventura FL 33178

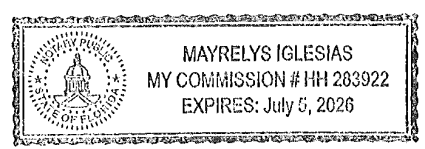
[Signature]  
Print Name: Natalie Koch  
Address: 2999 NE 191st  
Suite 402, Aventura, FL 33178

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of August 2024 by Armando F. Vargas, as Manager of 2327 LINCOLN VILLAGE LLC, a Florida limited liability company, who is [ ] personally known or [  ] have produced Driver License as identification.

[Seal]

[Signature]  
Notary Public:  
Print Name: Mayrelys Iglesias



**THIS INSTRUMENT PREPARED BY:**

Misael Chacon, Esq.  
Chacon & Associates, PLLC  
8950 SW 74<sup>th</sup> Court, Suite 2201  
Miami, FL 33156

[Space above this line for recording]

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
AND SECURITY AGREEMENT**

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT** (this "Mortgage"), was executed and delivered as of **September 13, 2024**, by **2327 & 2339 LINCOLN ST LLC**, a **Florida Limited Liability Company**, whose address is 2999 Northeast 191st Street, 402, Aventura, FL 33180 (hereinafter called "Mortgagor"), to **Nexos Invest, Corp**, a Florida corporation, whose address is 18851 Northeast 29th Avenue, Suite 104, Aventura, FL 33180 (the "Mortgagee"), which terms Mortgagor and Mortgagee, shall include all natural and artificial persons described as Mortgagor and Mortgagee, and shall be deemed to extend to, bind and benefit their respective heirs, executors, administrators, successors, legal representatives and assigns.

**WITNESSETH:**

For payment of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration and to provide additional collateral to secure the payment of the sums of money due under a **ONE MILLION SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLAR (\$1,017,500.00)** Promissory Note (the "Note") of even date herewith from Mortgagor to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Property"):

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

**Lot 10, and the South 70 feet of Lot 11, Block 12, AN AMENDED PLAT OF HOLLYWOOD LITTLE RANCHES, according to the map or plat thereof as recorded in Plat Book 1, Page 26, Public Records of Broward County, Florida. (the "Real Property");**

**a/k/a 2327-2339 Lincoln Street, Hollywood, FL 33020, and**

(B) All structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and all furniture, furnishings, fixtures, machinery, equipment, inventory, and materials on site, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on or used or intended to be used in connection with the operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf; and

(C) Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty; and

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

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

The conditions of this Mortgage are that if Mortgagor shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Mortgagor in accordance with Paragraph 12 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

(b) In the event of a default by Mortgagor under the terms, provisions and conditions of this Mortgage or the Loan Documents, Mortgagee reserves the right to demand that Mortgagor pay on the first day of each calendar month, a sum equal to one-twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Real Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Real Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Real Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items

will cause the lien or priority of this Mortgage to be materially endangered or the Real Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note within ten (10) days from the due date of said payment, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, Mortgagor shall be deemed to be in default and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable, provided however, that Mortgagee gives the applicable written notice to Mortgagor of such default and opportunity to cure as stated in the Note, if any.

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

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

(a) broad form public liability insurance and/or umbrella insurance covering loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in an amount of no less than \$1million; and

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

(c) if located in a flood zone, flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.



All such policies shall specifically name Mortgagee as a loss payee, shall be with such companies and on such forms as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid jointly to Mortgagor and to Mortgagee. Mortgagee and Mortgagor shall apply the same for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Real Property and will at all times maintain the Real Property in a state of good repair and condition and will not do or permit anything to be done to the Real Property that will alter or change the use and character of said property or impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Real Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, which sums shall be secured by the lien hereof.

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

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

9. Mortgagor shall not further mortgage or encumber all or any portion of the Real Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld.

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

a surety company acceptable to Mortgagee **within ten (10) days** after the filing of such lien or the institution of such claim.

11. Mortgagee or any of its agents shall have the right to enter upon and inspect the Real Property at all reasonable times upon prior notice given to Mortgagor.

12. Any sum or sums which may be loaned or advanced by Mortgagee to Mortgagor at any time within twenty (20) years from the date of this Mortgage, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as to original indebtedness and be subject to all the terms and provisions of this Mortgage. The aggregate amount of principal outstanding at any time and secured by this Mortgage shall not exceed two hundred percent (200%) of the original principal amount of the Note secured hereby. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to a sum less than the maximum principal amount set forth in this paragraph and any such filing shall constitute an Event of Default under this Mortgage and under the Loan Agreement.

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

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

15. If all or any material portion of the Real Property is damaged or taken through the exercise of the power of eminent domain (which term when used in this Mortgage shall include

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

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

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

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

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

20. Mortgagor warrants and represents that it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Real Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately

give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation or such additional time as is reasonably necessary to cure the violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

21. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of an abstract of title to the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents. Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels. **As used in this Mortgage and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.**

(b) If Mortgagor fails to comply with any provision of this Mortgage, the Note or the Loan Documents and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law and, if no such rate is specified, then at the rate of eighteen percent (18%) per annum.

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

23. Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee, (i) all right, title and interest of Mortgagor in and under all leases, lettings, tenancies and licenses of the Property or any part thereof now or hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, and all moneys payable thereunder (collectively, the "Leases") and (ii) all rents, income, accounts, receivables, issues, profits, security deposits and other benefits to which Mortgagor may now or hereafter be entitled from the Property or in connection with the Leases (collectively, the "Property Income"). Mortgagor shall not otherwise assign, transfer or encumber in any manner the Leases or the Property Income or any portion thereof. Mortgagor shall have a license to collect and use the Property Income as the same becomes due and payable, revocable by Mortgagee, so long as no default has occurred herein, but may not collect any Property Income more than two (2) months in advance of the date the same becomes due. The assignment in this Section shall constitute an absolute and present assignment of the Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of the Mortgagor's revocable

license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment. The exercise by Mortgagee of any of its rights or remedies under this Section shall not be deemed or construed to make Mortgagee a mortgagee-in-possession.

24. Mortgagor agrees:

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

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

(c) That failure by the Mortgagor to pay the monies referred to in any such mortgage, whether superior or junior to the lien of this Mortgage, within ten (10) days next after the same severally become due and payable, shall also constitute a default under this Mortgage. That if any proceedings should be instituted against the property covered by this Mortgage upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

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

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

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

(g) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any such mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made to it/he/she under any such mortgage shall be applied to reduce the balance under this Mortgage.

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

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

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

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

Signed, sealed and delivered in the presence of the following witnesses as to all signatories:

**WITNESSES:**

[Signature]  
WITNESS

PRINT NAME: LEISSA MOJICA

[Signature]  
WITNESS

PRINT NAME: ROXANNA BUIA

**MORTGAGOR:**

**2327 & 2339 Lincoln St LLC, a Florida  
Limited Liability Company**

By: [Signature]  
**Maximiliano David Ingerflom,  
Authorized Person**

**WITNESS 1 ADDRESS:**

2719 HOLLYWOOD BLVD.  
HOLLYWOOD FL 33327

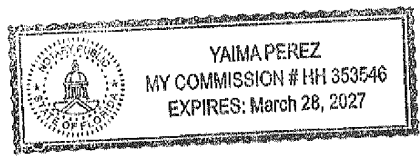
**WITNESS 2 ADDRESS:**

5498 NW 92 AVE  
SUNRISE FL 33351

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12th day of September, 2024 by Maximiliano David Ingerflom, Authorized Person of 2327 & 2339 Lincoln St LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

[Signature]  
Signature of Notary Public  
Print, Type/Stamp Name of Notary



Personally known:   
OR Produced Identification:

Type of Identification Produced: \_\_\_\_\_



160-14

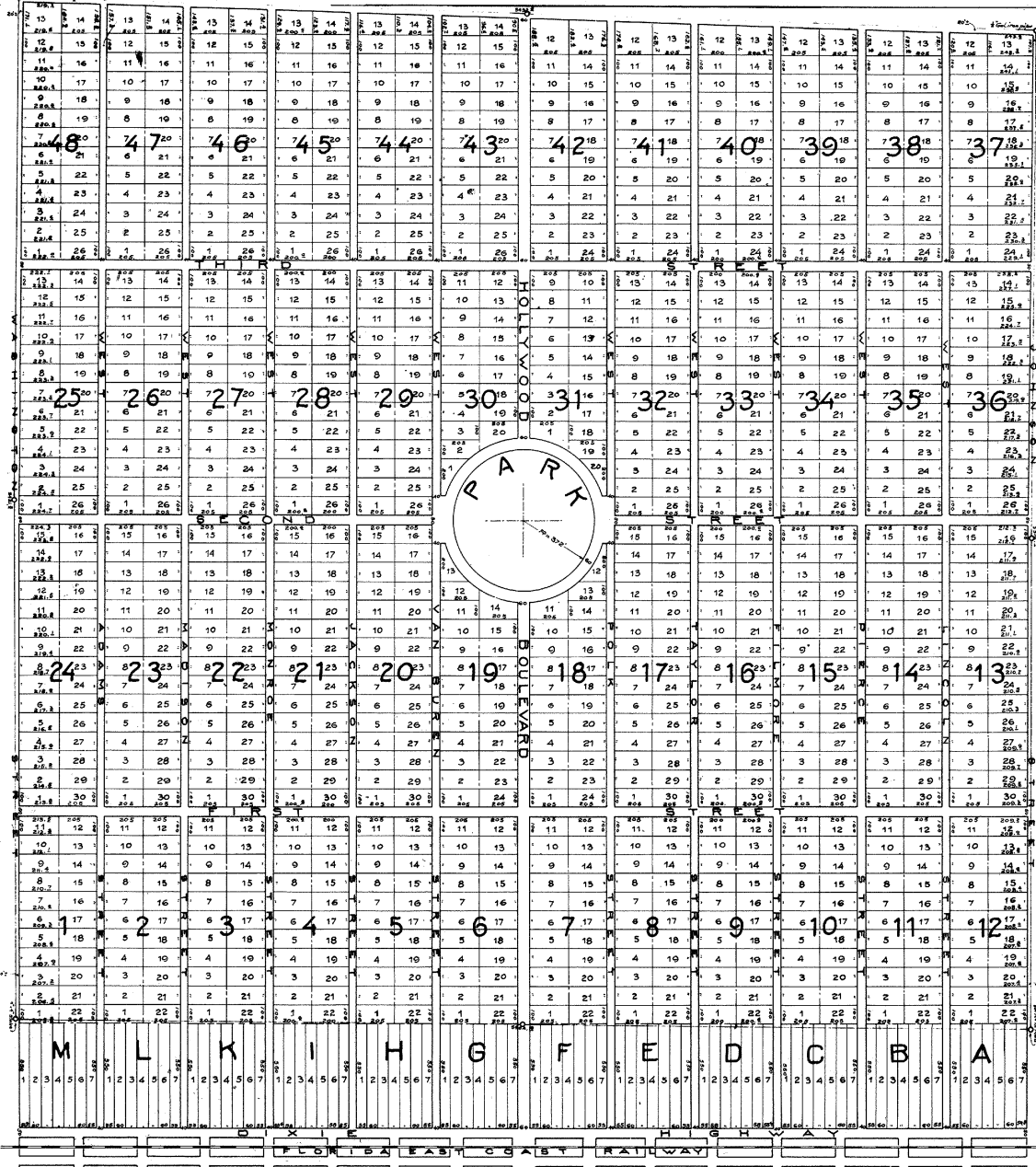
58 90

over 180

Each side

I, the undersigned, hereby certify that the within plat shows the subdivisions of the described lands as made by me in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are from measurements made on the ground and that they are correct to the best of my knowledge and belief.

By *Francis C. Buckley*  
Licensed N 272



# HOLLYWOOD LITTLE

## HOLLYWOOD LAND & WATER COMPANY RANCHES

A SUBDIVISION OF SECTION SIXTEEN (16), in Township fifty-one (51) South, of Range forty-two (42) East, described as follows, to wit:  
Beginning at the northwest corner of said section, running thence south upon and along the west line of said section, fifty-four hundred fifty-two and eight tenths (5452.8) feet to the southwest corner of said section; thence east upon and along the south line of said section, fifty-four hundred twenty-one and eight tenths (5421.8) feet to the southeast corner of said section; thence north upon and along the east line of said section, fifty-four hundred four and eight tenths (5404.8) feet to the northeast corner of said section; thence west upon and along the north line of said section, fifty-three hundred sixteen and four tenths (5316.4) feet to the place of beginning, as shown by the within plat: AND A Subdivision of BLOCK Ninety-six (96) of the original plat of Hollywood as recorded in the files of Broward County, Florida, particularly described as follows:—to wit:—Beginning at the southwest corner of section fifteen (15), in the township fifty-one (51) South, of Range forty-two (42) East, run northerly upon and along the west boundary of said section, fifty-four hundred four and eight tenths (5404.8) feet to the northwest corner of said section, thence easterly upon and along the north line of said section five hundred twelve (512) feet to a point one hundred (100) feet westerly from the center of the Florida East Coast Railway, thence southerly parallel to the Florida East Coast Railway, fifty-three hundred ninety seven and four tenths (5397.4) feet to the southerly boundary of said section fifteen (15), thence westerly upon and along the southerly boundary of said section five hundred sixty-nine and one tenth (569.1) feet to the place of beginning.



STATE OF FLORIDA  
BROWARD COUNTY  
I, *Francis C. Buckley*, Notary Public in and for said County and State, do hereby certify that the above plat of "Hollywood Little Ranches" a subdivision of Section sixteen (16), in township fifty-one (51) south, of range forty-two (42) east, and Block ninety-six (96) of the original plat of Hollywood, and that the said corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways, and walks shown on said plat.

State of Florida } ss.  
Broward County }  
I, *Lillian Allen*, a Notary in and for said County and State, do hereby certify that at the date hereof, there personally appeared before me, *D. G. Newin*, and *LILLIAN ALLEN*, to me well known to be, respectively, the President and Secretary of the Hollywood Land and Water Company, a corporation organized and existing under and by virtue of the laws of the State of Florida, and in person severally acknowledged that they executed the above and foregoing plat of "Hollywood Little Ranches" together with all descriptive matter and reservations therein set forth, as their free and voluntary act and as the free and voluntary act of the said Hollywood Land and Water Company, for the uses and purposes therein set forth.

Witness my hand and notarial seal at Miami, in the said County and State this *fourth* day of July, A. D. 1922.  
My commission expires on the *23* day of *May*, 1926.  
*L. S. McLaughlin* Notary Public.

Hollywood Land and Water Company,  
By *D. G. Newin* Vice-President.  
Attest *Lillian Allen* Secretary.

RECORDED  
INDEXED  
JUL 11 1922  
MARIETTA, GA.  
1-26

1730

1-26  
1730  
7-8-22

#37077

WARRANTY DEED.

THIS INDENTURE, Made this 12th day of January A. D. 1925, BETWEEN J. F. Needham (a single man); Margaret E. Needham joined by her husband, John W. Needham, of the County of Broward and State of Florida, parties of the first part, and William R. Lange, of the County of Broward and State of Florida, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell, and transfer unto the said party of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward, and State of Florida, more particularly described as follows:

Lots Ten (10), Eleven (11) and Twelve (12) of Block Twenty-five (25) of North Lauderdale, an addition to the town of Fort Lauderdale, according to the amended plat thereof recorded in Plat Book No. 1, page 182, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:  
N. A. Potter  
Maxwell Baxter

J. F. Needham (Seal)  
Margaret E. Needham (SEAL)  
John W. Needham (Seal)

STATE OF Florida  
COUNTY OF Broward

I HEREBY CERTIFY, That on this 12th day of January A.D. 1925, before me personally appeared J. F. Needham ( a single man); and Margaret E. Needham, and John W. Needham, her husband, to me known to be the persons described in and who executed the foregoing conveyance to William R. Lange and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said Margaret E. Needham the wife of the said John W. Needham, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Fort Lauderdale, in the County of Broward and State of Florida, the day and year last aforesaid.

(N.P. SEAL)  
(REVENUE STAMPS \$3.00)

Nelson A. Potter  
Notary Public. My commission expires July 9th, 1927.

STATE OF FLORIDA  
COUNTY OF BROWARD

This instrument was filed for record on the 13th day of January A.D. 1925 and recorded in Deed Book 40, page 340. RECORD VERIFIED.

*Nelson A. Potter*  
Clerk Circuit Court

By \_\_\_\_\_ D.C.

#37078

WARRANTY DEED.

THIS INDENTURE, made this 5th day of January A.D. 1925, between the HOLLYWOOD LAND & WATER COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and George W. Coles and Helen G. Coles, his wife, of Hollywood, Florida, parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns the following described land, being in the County of Broward and State of Florida, to-wit:

LOT TEN (10) OF BLOCK TWENTY (20)

according to the amended plat of "HOLLYWOOD LITTLE RANCHES", a subdivision of Section Sixteen (16), Township Fifty-one (51), South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at page 26, thereof.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This deed is given subject to the following provisions:

(a) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company.

(b) That the said premises may be used for either residence or business purposes, and when so used the grantee, shall forthwith provide for proper sanitary disposition of sewage.

(c) That in accepting this deed, the grantees, their heirs and assigns, agree that the foregoing restrictions are made as a part-consideration of the purchase price, and are covenants to run with the land and in case of violation of the first restriction hereinabove mentioned this deed shall ipso facto become null and void, and the title and right of possession of and to said property aforesaid shall immediately revert and re-vest in and to the grantor, herein, its successors and assigns.

(d) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantees, their heirs or assigns, shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

Reserve the right to lay water mains, set electric and telephone poles across the rear of said lot.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST:  
F. O. Van Doren  
Secretary.

HOLLYWOOD LAND & WATER COMPANY,  
By J. W. Young  
President.

Signed, Sealed and Delivered  
in the presence of:

G. A. Ashley  
C. F. Brodbeck

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Broward ) ss

I, G. A. Ashley, a Notary Public, for the State of Florida at Large, HEREBY CERTIFY that J. W. YOUNG and F. O. VAN DEREN both well known to me and known to me to be the President and Secretary, respectively of the HOLLYWOOD LAND & WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of January A.D. 1925.

(N.P. SEAL)  
(REVENUE STAMP \$1.00)

G. A. Ashley  
Notary Public State of Florida at Large  
My notarial commission expires on the  
28th day of April A.D. 1928.

STAT. OF FLORIDA  
COUNTY OF BROWARD

This instrument was filed for record on the 13th day of January A.D. 1925 and recorded in Deed Book 40, page 340. RECORD VERIFIED.

*Frank A. Bryan*  
Clerk Circuit Court  
By *W. M. Hunt* D.C.

#37079

WARRANTY DEED.

THIS INDENTURE, Made this 23rd day of December A.D. 1924, BETWEEN John W. Needham and Margaret E. Needham, his wife, of the County of Broward and State of Florida parties of the first part, and Emil Hofer, a single man of the County of Broward and State of Florida party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward, and State of Florida, more particularly described as follows:

Tract Thirty-two (32) of N. A. Barrett's subdivision of West half (W $\frac{1}{2}$ ) of Section Twenty-one (21) Township Fifty (50) South, Range Forty-two (42) East, according to Plat Book 1, page 46, of the public records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, and estate, dower and right of dower, reversion, remainder and

RWO/SIO/TWO  
ER No. 8665  
Pole No. \_\_\_\_\_

Section \_\_\_\_\_  
Township \_\_\_\_\_  
Range \_\_\_\_\_  
October 1, 1965

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of \$ 1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conduits, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

North 3 feet of W $\frac{1}{2}$  of Lot 10, Block 12, Hollywood Little Ranches Amended, a Subdivision in the NE $\frac{1}{4}$  of Section 16, Township 51 South, Range 42 East in accordance with plat thereof recorded in Plat Book 1 at Page 26 of the Public Records of Broward County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

65 OCT 4 AM 11:05

In the presence of:

Pauline Carpenter  
C. R. McCarty

Rose Riccio (SEAL)  
Rose Riccio

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
OCT-65  
030  
CONTROLLER  
PB 180118

BROWARD COUNTY

STATE OF FLORIDA AND COUNTY OF Broward

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Rose Riccio

C. R. McCarty known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 1 day of October, 1965

Commission expires June 5 1969

C. R. McCarty  
Notary Public, State of Florida at Large

PLEASE RETURN TO:  
M. V. BERGEN  
P. O. BOX 8228 (FF 3400)  
FT. LAUDERDALE, FLORIDA

225

79-104017

Record

ORDINANCE

# 76  
12

PROVIDING FOR THE NAMING OF STREETS, AVENUES AND HIGHWAYS OF THE CITY OF HOLLYWOOD; ~~THE NUMBERING OF BUILDINGS BY THE OWNER OR OCCUPANTS; THE KEEPING OF PLATS BY THE CITY ENGINEER AND PRESCRIBING A PENALTY FOR THE FAILURE TO NUMBER BUILDINGS.~~

79 APR 5 10 0 63

Be It Enacted By The City Commission Of The City Of Hollywood, Florida:

Section 1. That the names by which the various streets, avenues and highways in the City of Hollywood are at present known and designated shall hereafter be known and designated by the names hereinafter applied thereto, respectively, as follows:

REF 8136 PAGE 244

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this 11th

27 day of March 1979  
Betty L. Livingston City C.

*[Handwritten initials]*

RETURN TO: WC

FEDERAL LAND TITLE CORP.  
2699 E. OAKLAND PARK BLVD.  
EL LAUDERDALE, FLA. 33306

Section # 14.

LITTLE RANCHES.

Present Washington St. shall be Washington St.  
Present West Adams St. shall be Adams St.  
Present West Madison St. shall be Madison St.  
Present West Monroe St. shall be Monroe St.  
Present West Jackson St. shall be Jackson St.  
Present West Van Buren St. shall be Van Buren St.  
Present Hollywood Boulevard shall be Hollywood Boulevard.  
Present West Polk St. shall be Polk St.  
Present West Taylor St. shall be Taylor St.  
Present West Filmore St. shall be Filmore St.  
Present West Pierce St. shall be Pierce St.  
Present West Lincoln St. shall be Lincoln St.  
Present Johnson St. shall be Johnson St.  
Present Dixie Highway shall be 21st. Ave.  
Present 1st. St. shall be 24th. Ave.  
Present 2nd. St. shall be 26th. Ave.  
Present 3rd. St. shall be 28th. Ave.  
Present 4th. St. shall be 30th. Ave.

Section # 15.

HOLLYWOOD TERRACE.

Present Johnson St. shall be Johnson St.  
Present Grant St. shall be Grant St.  
Present Garfield St. shall be Hayes St.  
Present Arthur St. shall be Garfield St.  
Present Cleveland St. shall be Arthur St.  
Present Dixie Highway shall be 21st. Ave.  
Present Dixie Ave. shall be 22nd. Ave.  
Present 1st. St. shall be 24th. Ave.  
Present Ave. D shall be 25th. Ave.  
Present 2nd. St. shall be 26th. Ave.

Section # 16.

WILKES BARRE PARK.

Present Cleveland St. shall be Arthur St.  
Present Hayes St. shall be Cleveland St.  
Present 2nd. St. shall be 26th. Ave.

Section # 17.

THOMASVILLE PARK.

Present Butler St. shall be Pershing St.  
Present Mobile St. shall be Custer St.  
Present Tuskegee St. shall be Meade St.  
Present Poplar Ave. shall be 28th. Ave.

Section # 18.

DOUGLAS HILL.

Present Fern St. shall be 26th. Court.  
Present Carson Ave. shall be 26th. Ave.  
Present Davie Road shall be Davie Road.

REF 8136 PAGE 245

fronting upon all highways (except alleys) shall be prepared and kept on file in the office of the City Engineer, which plats shall be open during the office hours of the said City Engineer, to the inspection of any owner or occupant of any building, desiring to know the proper number of his building.

Section 139. Any person being the owner or occupant of any building now erected or that may hereafter be erected in the City of Hollywood who shall for thirty days after notice of the City Engineer of the proper number of such building neglect or refuse to number any building owned or occupied by him in conformity with the provisions of this ordinance and with the plan for numbering buildings, as aforesaid, shall be subject to a penalty of three dollars, and a similar penalty for every thirty days thereafter that he shall neglect or refuse to number said building.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED by the City Commission of the City of Hollywood this 16<sup>th</sup> day of June 1926.

Paul R. John  
Mayor

J. O. Vandereen  
City Clerk

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

OFF  
REC 8136 PAGE 246

ORDINANCE NO. 2005-18

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE FIRST ANNUAL 2005 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE 1989 BROWARD COUNTY LAND USE PLAN TEXT ADDRESSING THE HOLLYWOOD DOWNTOWN REGIONAL ACTIVITY CENTER (RAC); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on February 24, 2005, and June 23, 2005, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on March 15, 2005, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on June 28, 2005, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections,

Approved BCC 6/28/05 #110 2jm

Submitted By Planning Council

RETURN TO DOCUMENT CONTROL

v/c @



1 recommendations and comments of the Department of Community Affairs were  
2 considered; and

3 WHEREAS, the Board of County Commissioners after due consideration of all  
4 matters hereby finds that the following amendment to the 1989 Broward County  
5 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward  
6 County Comprehensive Plan; complies with the requirements of the Local Government  
7 Comprehensive Planning and Land Development Regulation Act; and is in the best  
8 interests of the health, safety and welfare of the residents of Broward County; and

9 WHEREAS, the proposed amendment constitutes an amendment as part of  
10 Broward County's permitted first annual amendments to the Plan for 2005;

11 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
12 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

13 Section 1. The 1989 Broward County Land Use Plan is hereby amended by  
14 Amendment PCT 05-1, which is an amendment to the 1989 Broward County Land Use  
15 Plan addressing the Hollywood Downtown Regional Activity Center (RAC) Text  
16 Amendment, as set forth in Exhibit A, attached hereto and incorporated herein.

17 Section 2. SEVERABILITY.

18 If any section, sentence, clause or phrase of this Ordinance is held to be invalid  
19 or unconstitutional by any court of competent jurisdiction, then said holding shall in no  
20 way affect the validity of the remaining portions of this ordinance.

21 Section 3. EFFECTIVE DATE.

22 1. The effective date of the plan amendment set forth in this ordinance shall  
23 be:

24

1 (a) The date a final order is issued by the Department of Community Affairs  
2 finding the amendment to be in compliance in accordance with Section 163.3184.

3 (b) The date a final order is issued by the Administration Commission finding  
4 the amendment to be in compliance in accordance with Section 163.3184. The  
5 Department's notice of intent to find a plan amendment in compliance shall be deemed  
6 to be a final order if no timely petition is filed challenging the amendment.

7 2. This Ordinance shall become effective as provided by law.

8 ENACTED June 28, 2005

9 FILED WITH THE DEPARTMENT OF STATE July 7, 2005

10 EFFECTIVE July 7, 2005

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### EXHIBIT A

#### BROWARD COUNTY LAND USE PLAN TEXT AMENDMENT PCT 05-1

#### BROWARD COUNTY LAND USE PLAN

The following areas have been designated Regional Activity Centers within the Broward County Land Use Plan:

##### Downtown Hollywood Regional Activity Center

Acreage: ~~Approximately 384 acres~~ 1,486 acres

General Location: ~~Bound on the west by 22 Avenue extended, on the north by Johnson Street, on the east by 17 Avenue and on the south by Washington Street. Generally located south of Sheridan Street, east of Interstate 95, west of the South 17 Avenue and north of Pembroke Road.~~

##### Density and Intensity of Land Uses:

Residential Land Uses	<del>4,500 dwelling units</del>
Retail Land Uses	<del>530,000 square feet</del>
Office Land Uses	<del>1,200,000 square feet</del>

Residential Land Uses	<u>15,100 dwelling units</u>
Commercial Land Uses	<u>3,280,000 square feet</u>
Office Land Uses	<u>1,500,000 square feet</u>
Community Facilities	<u>390,000 square feet</u>
Open Space/Recreation	<u>47.3 acres</u>

(The referenced Open Space/Recreation uses shall preserve those open space and recreation land uses existing within the RAC designated area at the time of the effective date of Broward County Land Use Plan amendment PC 05-1/PCT 05-1)

The Office and Commercial intensities listed above shall be convertible from Office to Commercial (or vice versa) based on equivalence of traffic impacts (peak hour) as calculated by the current edition of the ITE Traffic Generation Manual. Conversions from Office to Commercial (or vice versa) shall be implemented administratively by the City, and shall be reported at least annually to the Broward County Planning Council as part of the City's RAC monitoring obligations. The total number of PM peak hour trips generated (as calculated by the current edition of the ITE Traffic Generation Manual) will not exceed 8,026 peak hour trips.

NOTE: Underlined line words are proposed additions; ~~strikethrough~~ words represent deletions.

Double-underlined words are proposed additions subsequent to the County Commission transmittal recommendation of March 15, 2005.

**PCT 05-1 Broward County Land Use Plan  
Attachment 1 (continued)**

The City shall within one year adopt land development regulations that shall protect residential areas. These land development regulations will require City Commission approval of any development proposals on residentially zoned lands located inside the RAC area which seeks either:

- (i) To increase residential density above that permitted under the applicable property's zoned density; or
- (ii) To introduce a non-residential use into a residentially zoned area.

The purpose and intent of these land development regulations shall be to protect established residential neighborhood adjacent to the RAC area, while allowing appropriate redevelopment to take place.

Development within the RAC designated area shall conform to the City's City-Wide Master Plan, as adopted into this Comprehensive Plan. The City shall complete the studies which are intended to yield further design guidelines for the Hollywood Boulevard, US 1 and Dixie Highway corridors within the RAC designated area. The City shall implement the design studies' recommendations, as appropriate, through either land use plan amendments, amendments to land development regulations, or both.

**NOTE:** Underlined line words are proposed additions; ~~strike through~~ words represent deletions.

Double-underlined words are proposed additions subsequent to the County Commission transmittal recommendation of March 15, 2005.

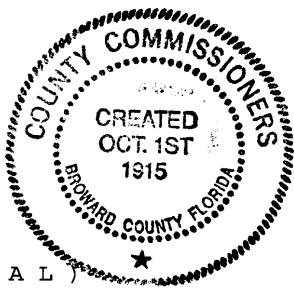
STATE OF FLORIDA )

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COUNTY OF BROWARD )

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance 2005-18 as the same appears of record in minutes of said Board of County Commissioners meeting held on the 28th day of June 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July 2005.



( S E A L )

ROGER J. DESJARLAIS  
COUNTY ADMINISTRATOR

*Elvinda Aron*  
\_\_\_\_\_  
Deputy Clerk

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ORDINANCE NO. 2005-19

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE FIRST ANNUAL 2005 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE 1989 BROWARD COUNTY LAND USE PLAN MAP IN THE CITY OF HOLLYWOOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on February 24, 2005, and June 23, 2005, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on March 15, 2005, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on June 28, 2005, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

Approved BCC 6/28/05 #11B *rpm*

Submitted By Planning Council

RETURN TO DOCUMENT CONTROL

*mc* (7)

1 WHEREAS, the Board of County Commissioners after due consideration of all  
2 matters hereby finds that the following amendment to the 1989 Broward County  
3 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward  
4 County Comprehensive Plan; complies with the requirements of the Local Government  
5 Comprehensive Planning and Land Development Regulation Act; and is in the best  
6 interests of the health, safety and welfare of the residents of Broward County; and

7 WHEREAS, the proposed amendment constitutes an amendment as part of  
8 Broward County's permitted first annual amendments to the Plan for 2005;

9 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
10 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

11 Section 1. The 1989 Broward County Land Use Plan is hereby amended by  
12 Amendment PC 05-1, which is an amendment to the 1989 Broward County Land Use  
13 Plan Map located in the City of Hollywood, as set forth in Exhibit A, attached hereto and  
14 incorporated herein.

15 Section 2. SEVERABILITY.

16 If any section, sentence, clause or phrase of this Ordinance is held to be invalid  
17 or unconstitutional by any court of competent jurisdiction, then said holding shall in no  
18 way affect the validity of the remaining portions of this ordinance.

19 Section 3. EFFECTIVE DATE.

20 1. The effective date of the plan amendment set forth in this ordinance shall  
21 be:

22 (a) The date a final order is issued by the Department of Community Affairs  
23 finding the amendment to be in compliance in accordance with Section 163.3184.

24

1 (b) The date a final order is issued by the Administration Commission finding  
2 the amendment to be in compliance in accordance with Section 163.3184. The  
3 Department's notice of intent to find a plan amendment in compliance shall be deemed  
4 to be a final order if no timely petition is filed challenging the amendment.

5 2. This Ordinance shall become effective as provided by law.

6 ENACTED June 28, 2005

7 FILED WITH THE DEPARTMENT OF STATE July 7, 2005

8 EFFECTIVE July 7, 2005

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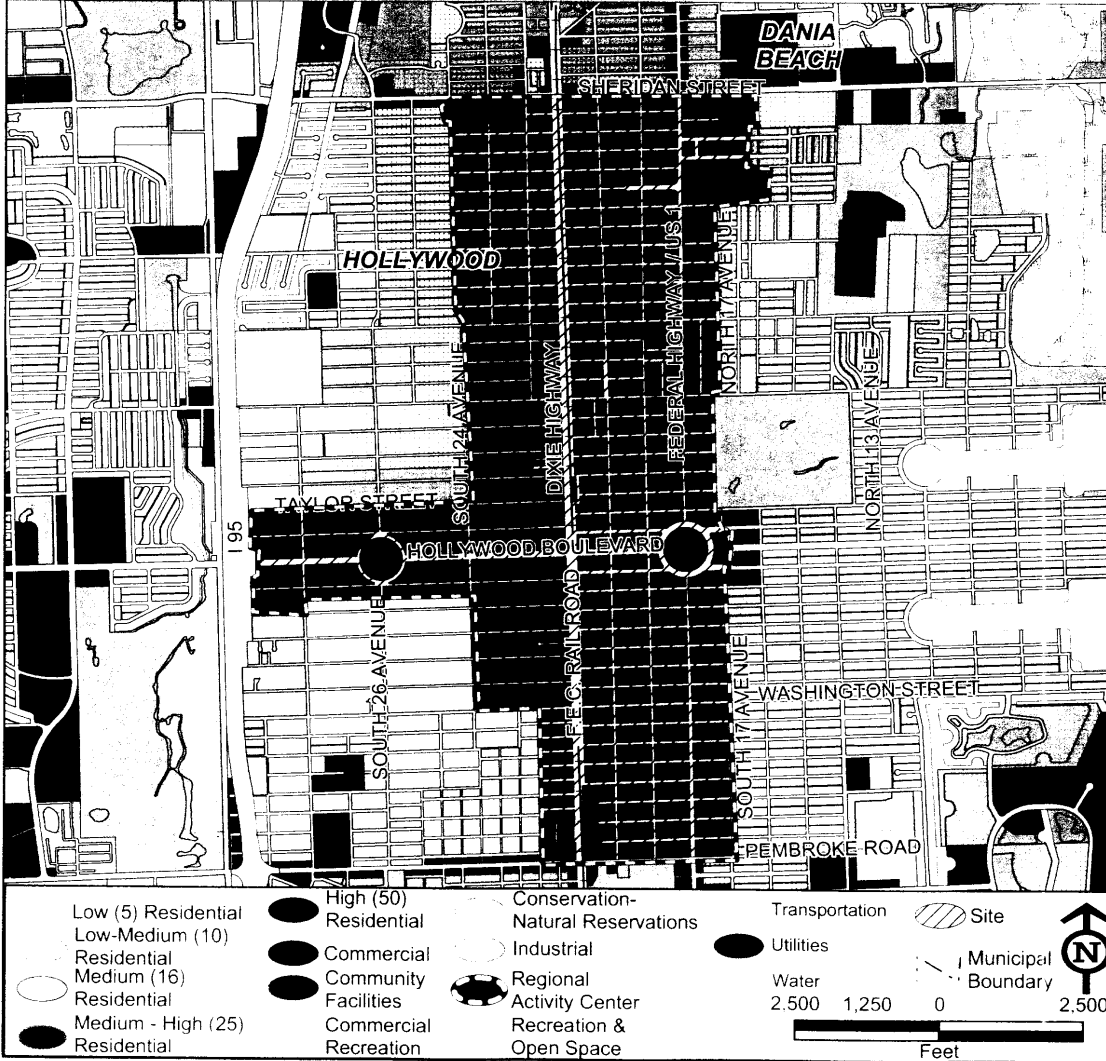


**EXHIBIT A**  
**BROWARD COUNTY LAND USE PLAN**  
**FUTURE LAND USE DESIGNATIONS**  
 Amendment PC 05-1

**Current Land Use:** 619.81 ACRES MEDIUM (16) RESIDENTIAL, 391.22 ACRES RAC, 289.02 ACRES COMMERCIAL, 47.32 ACRES RECREATION & OPEN SPACE, 47.18 ACRES COMMUNITY FACILITIES, 38.88 ACRES OFFICE PARK, 24.52 MEDIUM-HIGH (25) RESIDENTIAL, 18.09 ACRES LOW (5) RESIDENTIAL, 9.96 ACRES LOW-MEDIUM (10) RESIDENTIAL

**Proposed Land Use:** REGIONAL ACTIVITY CENTER

**Acreage:** Approximately 1486.0 acres



**BROWARD COUNTY LAND USE PLAN  
PROPOSED AMENDMENT PC 05-1  
(CORRESPONDING TO TEXT AMENDMENT PCT 05-1)**

**INTRODUCTORY INFORMATION**

- I. Municipality: Hollywood
- II. County Commission District: District 6
- III. Site Characteristics
  - A. Size: Approximately 1,486 acres
  - B. Location: In Sections 9, 10, 15, 16 and 22, Township 51, Range 42; generally located south of Sheridan Street, east of Interstate 95, west of the South 17 Avenue and north of Pembroke Road.
  - C. Existing Uses: Retail, office, mini-warehouses, hotel/motel, multi-family residential and single-family residential
- IV. Broward County Land Use Plan (BCLUP) Designations
  - A. Current Designations:
    - Approximately:
    - 619.81 acres Medium (16) Residential
    - 391.22 acres Regional Activity Center permitting:
    - 1,200,000 square feet office use
    - 530,000 square feet commercial use
    - 4,500 dwelling units
    - 289.02 acres Commercial
    - 47.32 acres Recreation & Open Space
    - 47.18 acres Community Facilities
    - 38.88 acres Office Park
    - 24.52 acres Medium-High (25) Residential
    - 18.09 acres Low (5) Residential
    - 9.96 acres Low-Medium (10) Residential
  - B. Proposed Designation:
    - Regional Activity Center:
    - Residential: maximum 15,100 dwelling units
    - Commercial: 3,280,000 square Feet\*

\* The City is proposing to allow the conversion of "Commercial" square footage with "Office" square footage and vice-versa, based on the equivalence of traffic impacts (peak hour) as calculated by the current edition of the ITE Traffic Generation Manual.

**INTRODUCTORY INFORMATION (continued)**

**IV. Broward County Land Use Plan (BCLUP) Designations (continued)**

Office: 1,500,000 square feet\*  
Community Facilities: 390,000 square feet  
Recreation & Open Space: 47.3 acres

C. *Net Effect:* Reduction of 118 dwelling units (15,218 dwelling units currently permitted by the BCLUP within the subject area)  
Commercial and Office uses are proposed to be permitted to be exchanged with the restriction that traffic impacts do not exceed those projected for a combination of 3,280,000 square feet of commercial uses and 1,500,000 square feet of office uses  
Reduction of 81,800 square feet of community facilities use

**V. Applicant/Petitioner**

A. *Applicant:* City of Hollywood  
B. *Agent:* City of Hollywood  
C. *Property Owners:* There are numerous property owners in the subject area.

**VI. Recommendation of Local Governing Body**

The city of Hollywood recommends approval. The City is anticipating adoption of the corresponding local amendment in July 2005.

\* The City is proposing to allow the conversion of "Commercial" square footage with "Office" square footage and vice-versa, based on the equivalence of traffic impacts (peak hour) as calculated by the current edition of the ITE Traffic Generation Manual.

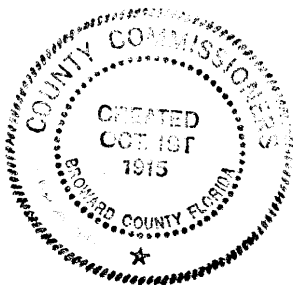
STATE OF FLORIDA )

)SS

COUNTY OF BROWARD )

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance 2005-19 as the same appears of record in minutes of said Board of County Commissioners meeting held on the 28th day of June 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July 2005.



ROGER J. DESJARLAIS  
COUNTY ADMINISTRATOR

*Shirley Aron*  
Deputy Clerk

( S E A L )

Prepared by and return to:

Paramount Title Agency, LLC  
Martin Zucker, Esq.  
800 West Cypress Creek Road Suite 502  
Fort Lauderdale, FL 33309

[Space Above This Line For Recording Data]

**COVENANT OF UNITY OF TITLE**

THIS COVENANT OF UNITY OF TITLE, made this 12 day of December, 2005 by Casa 5 Development, LLC, a Florida limited liability company ("Owner").

WITNESSETH:

WHEREAS, the Owner is the owner in fee simple of the following parcels of real property lying within the City of Hollywood, Broward County, Florida, to wit:

Parcel A:

The West 1/2 of Lot 10, Block 12, HOLLYWOOD LITTLE RANCHES, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 26, Public Records of Broward County, Florida.

Parcel B:

The East 1/2 of Lot 10, Block 12, HOLLYWOOD LITTLE RANCHES, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 26, Public Records of Broward County, Florida.

(hereinafter collectively referred to as "Property"); and

WHEREAS, the Owner has requested development approval from the City of Hollywood, Florida (the "City") for development which includes Parcels A and B, as herein described; and

WHEREAS, pursuant to ordinances of the City pertaining to zoning, the issuance of building permits and the regulation of building construction activities, and as a condition of development approval, the City is requiring the recordation of a Covenant of Unity of Title with respect to Parcels A and B, so that the City may treat Parcels A and B together as a single parcel for development purposes; and

WHEREAS, the Owner is willing to execute and record such Covenant of Unity of Title in favor of the City.

NOW, THEREFORE, in consideration of the development approval for the Property, which encompasses all of the Property, the Owner covenants and agrees that:

1. Parcels A and B shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site;

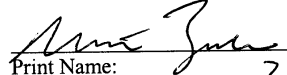


- 2. no part of the Property shall be sold, assigned, transferred, conveyed or devised unless all of the Property is sold, assigned, transferred, conveyed or devised together in its entirety as one plot or parcel of land, to the same grantee, a successor in title to the Owner; provided, however, that recordation of a mortgage on any portion of the Property shall not be deemed to be in contravention of this Covenant.
- 3. this Covenant shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns.
- 4. this Covenant shall not be terminated, amended or revoked without the express consent of the City, which consent shall be evidenced by the recordation in the Public Records of a document signed by the appropriate City official evidencing the City's agreement to said termination, amendment or revocation

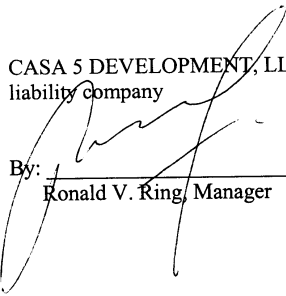
IN WITNESS HEREOF, the Owner has executed this Covenant on the date and year set forth above.

Witnesses:

 (sign)  
 Print Name: Diana Colp

 (sign)  
 Print Name: Martin Zucker

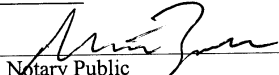
CASA 5 DEVELOPMENT, LLC, a Florida limited liability company

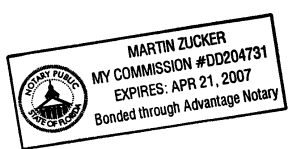
By:   
 Ronald V. Ring, Manager

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 22 day of December, 2005 by Ronald V. Ring, manager of Casa 5 Development, LLC, a Florida limited liability company, who  are personally known or have produced \_\_\_\_\_ as identification.

[Notary Seal]

  
 Notary Public  
 Printed Name: MARTIN ZUCKER  
 My Commission Expires: 4/21/07



2

CITY OF HOLLYWOOD  
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 05-DP-59

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD GRANTING DESIGN REVIEW AND SITE PLAN APPROVAL FOR THE CONSTRUCTION OF EIGHT TOWNHOMES TO BE LOCATED AT 2327 LINCOLN STREET, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant design review and 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, Casa V Development, LLC (the "Applicant"), in File Number 05-DP-59, applied design review and site plan approval for the construction of eight (8) new townhomes to be located at 2327 Lincoln Street, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on February 9, 2006; and

WHEREAS, the Board reviewed the application for design review and site plan approval for the construction of eight (8) new townhomes, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the design review and 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 Return to: Office of Planning  
City of Hollywood  
2600 Hollywood Blvd, Room 315  
Hollywood, FL 33020

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

- a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.
- b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.
- c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.
- d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.
- e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.
- f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.
- g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.
- h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.
- i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.



(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 04-DP-102)

- 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.

2. As to the site plan approval, the Board finds that the site plan for the construction of eight (8) new townhomes 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, 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 with the following condition: That the Applicant must submit a Unity of Title in a form acceptable to the City Attorney prior to the issuance of any building permits and recorded in the public records prior to the issuance of a Certificate of Occupancy.

Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, site plan approval is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board with the following condition: That the Applicant shall tie the southern retention area into the exfiltration system.

Section 3: That the Office of Planning is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made.

(This space intentionally left blank.)

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 05-DP-59)

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2006.

RENDERED THIS 24<sup>th</sup> DAY OF February, 2006.



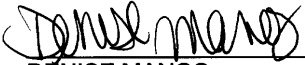
SCOTT ROBERTS  
VICE CHAIR

VC,



ROBERT ISHMAN  
SECRETARY

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



DENISE MANOS  
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 05-DP-59)

LEGAL DESCRIPTION

Lot 10, Block 12, AN AMENDED PLAT OF HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, Page 26, of the Public Records of Broward County, Florida.

Exhibit "A"

**CITY OF HOLLYWOOD**

**CONVEYANCE AGREEMENT**

**THIS AGREEMENT** made and entered in at Hollywood, Broward County, Florida, this 2<sup>nd</sup> day of May, 2007, by and between **CITY OF HOLLYWOOD**, a political subdivision of the State of Florida (hereinafter called "**CITY**"), and LINCOLN PARK DEVELOPMENT GROUP, LLC a Florida Limited Liability Company (hereinafter referred to as "**DEVELOPER**").

**WITNESSETH:**

**WHEREAS, DEVELOPER** owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part hereof ("PROPERTY"); and

**WHEREAS, DEVELOPER** has requested **CITY** to accept the drainage and water and sewer facilities to be constructed by **DEVELOPER** necessary to provide drainage and potable water and sanitary sewer services to the "PROPERTY", for ownership, operation and maintenance; and

**WHEREAS, CITY** has agreed to accept such facilities that are located in the public right-of-way or easements;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other, as follows:

I

**DEVELOPER AGREES:**

1. To construct all the necessary drainage and water distribution and sewer collection facilities, necessary to provide drainage and potable water and sewer services to the "PROPERTY".
2. That the construction of the drainage and water distribution and sewer collection facilities shall be in accordance with the plans, specifications and engineering data as prepared by a Florida registered engineer and as approved by all appropriate regulatory agencies, and the **CITY'S** authorized representatives. Said drainage and water distribution and sewer collection facilities shall be connected to the **CITY'S** existing systems at the points as specified by the **CITY'S** authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the **CITY'S** Director of Utilities or his/her authorized representative.

8

3. To retain the services of a Registered Professional Engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.
4. To provide shop drawings and catalog information of the materials and equipment to be installed, for **CITY** approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the **CITY'S** Director of Utilities or his/her authorized representative.
5. A preconstruction meeting with **CITY'S** Director of Utilities or his/her authorized representative, **DEVELOPER**, or **DEVELOPER'S** engineer and contractor shall be held prior to construction commencement.
6. To grant **CITY'S** representatives free access to the materials and the work site at all times for the purpose of inspecting same.
7. To notify **CITY** before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by **CITY** at least forty-eight (48) hours in advance of the time construction will begin or inspections required.
8. At the time when periodic inspections are required, **CITY'S** authorized representative, together with **DEVELOPER'S** engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
9. **DEVELOPER**, during warranty period shall promptly correct defective work upon notification by the **CITY**. Should the **DEVELOPER** fail to do so within seven (7) days after written notice, the **CITY** may correct and remedy any such deficiency. All direct and indirect costs of the **City** shall be charged against the **DEVELOPER**.
10. The **DEVELOPER'S** obligation to perform and complete the work in accordance with this agreement shall be absolute. Neither any act of acceptance by the **CITY** nor any failure to do so will constitute a release of the **DEVELOPER'S** obligation to comply with all requirements set forth in this agreement.
11. **CITY** shall not be required to provide water or wastewater service, except for construction water, to any area encompassed under this agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by **CITY** and **DEVELOPER** has provided as-built drawings and related documentation. Should construction water be required, the **DEVELOPER** shall pay at the established rate. All construction water shall be metered.

II

Upon completion, approval and acceptance of the work required to be done, **DEVELOPER** shall, without cost to **CITY**:

12. Convey to **CITY** and its successors and assigns by good and sufficient easement deed, in a form satisfactory to **CITY**, a perpetual right, easement and privilege to operate, maintain, repair or replace all drainage, water and sewer facilities constructed in the public right-of-way or easements, in connection with supplying drainage and water and sewer service to the inhabitants, occupants and customers in the "PROPERTY" and secure from each mortgagee and lienor a release of interest of said mortgagee and lienor in the easement and fixtures hereon for so long as the easement is used for the operation, maintenance, repair or replacement of drainage, water or sewer facilities within the easements.

13. Transfer to **CITY** by BILL OF SALE ABSOLUTE all **DEVELOPER'S** right, title and interest in and to all of the drainage and water and sewer facilities, connections, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to Paragraph (1) above for the purpose of supplying drainage and water and sewer service to the "PROPERTY". Said BILL OF SALE ABSOLUTE shall be written in such a form as approved and accepted by **CITY**.

14. Furnish **CITY** with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this agreement have been paid. Said AFFIDAVIT shall be written in such a form as approved and accepted by **CITY**.

15. Furnish **CITY** with RELEASE OF LIENS from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

16. Furnish **CITY** with a FINAL RELEASE OF LIEN releasing all liens which **DEVELOPER** might have on the works/installations. Said FINAL RELEASE OF LIEN shall be written in such a form as approved and accepted by **CITY**.

17. Furnish **CITY** with all manufacturers' warranties which **DEVELOPER** might have received or is due to receive on any part of the installations.

18. Furnish **CITY** with a satisfactory warranty or bond guaranteeing installation pursuant to this agreement against defect in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by **CITY**. Said warranty shall be in such a form as agreed by **CITY** and **DEVELOPER**.

19. Furnish **CITY** with COST LETTER stating the cost of the installations due under this agreement. Said COST LETTER shall be in such a form as approved by **CITY**.

III

**CITY AGREES:**

20. That upon compliance by **DEVELOPER** of the requirements set forth in sections I and II of this Agreement to accept the drainage and water and sewer lines constructed by **DEVELOPER**, for ownership, operation and maintenance at no cost to the **DEVELOPER**.

IV

**CITY and DEVELOPER Agree:**

21. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the "PROPERTY."

22. **DEVELOPER**, its successors and assigns, and the owners and occupants of buildings on "PROPERTY" are hereby prohibited from installing or maintaining any water wells, except for irrigation purposes.

23. **CITY**, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on "PROPERTY", other than the drainage and water and sewer service lines within easements granted to **CITY** in accordance with **CITY'S** rules and regulations;

24. Each customer of water service or wastewater collection service on "PROPERTY" shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter;

25. Any temporary cessation or interruptions of drainage outfall or the furnishing of water and wastewater service to the "PROPERTY" at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of **CITY** shall not constitute a breach of the provisions contained herein or impose liability upon **CITY** by **DEVELOPER**, its successors and assigns.

26. This Agreement shall be recorded by **DEVELOPER** among the public records of Broward County, Florida. When so recorded, owners and occupants of "PROPERTY" connected to or to be connected to said drainage outfall and water and wastewater systems of **CITY** shall be on notice of each and every provision of this Agreement, and

this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the "PROPERTY" connected to or to be connected to said water and wastewater systems of **CITY** shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

27. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

**FOR CITY:**

Utilities Director  
P.O. Box 229045  
Hollywood, Florida 33022-9045

**FOR DEVELOPER:**

Eliu Dreszer  
150 SE 2<sup>nd</sup> Avenue, Suite 807  
Miami, FL 33131

Notice so addressed and sent by certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

28. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Broward County, Florida.

29. That the execution of this Agreement by **CITY** shall not be construed as a precedent for the acceptance by the **CITY** of other water and/or sewer facilities constructed or to be constructed by **DEVELOPER** or others, on other properties.

30. This agreement is intended to supplement the ordinances of the **CITY**. This agreement is not intended to replace any provisions of, or relieve **DEVELOPER** of the obligation to fully comply with all ordinances of the **CITY**. To the extent that any direct conflict arises between the terms of this agreement and the term of any ordinance, the ordinance shall control.

31. In the event court action is instituted to resolve any disputes or disagreements hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

**CITY:**  
**CITY OF HOLLYWOOD**, a municipal corporation of the State of Florida

By: [Signature]  
Albert Perez, P.E.

Title: Public Utilities Director

Approved as to form and legality for the use and reliance of the City of Hollywood, Florida only.

[Signature]  
Daniel L. Abbott, City Attorney

**DEVELOPER:**  
Lincoln Park Development Group, LLC

WITNESS: [Signature]  
OFFICE MANAGER

By: [Signature]  
Eliu Dreszer, Managing Member

WITNESS: [Signature]  
asst manager

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of May, 2006, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_



Sandra Linn Cruse  
Commission # DD235004  
Expires Aug. 8, 2007  
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]  
Notary Public - State of Florida  
Print, Type or Stamp Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Lincoln Park I

Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION

~~2331 & 2327 Lincoln Street (LINCOLN PARK II)  
Lot 10, Block 12, Hollywood Little Ranches, PB-1, Page 26,  
of Broward County, Florida~~

~~Folio #: 514216014540  
# 514216014550~~

~~2219 & 2225 Lincoln Street (LINCOLN PARK III)  
Lots 3, 4 & 19, Block 12, Hollywood Little Ranches, PB-1, Page 26,  
of Broward County, Florida~~

~~Folio #: 514216014480  
# 514216014500  
→ # 514216014400  
# 514216014710~~

2339 Lincoln Street (LINCOLN PARK I)  
South 70 Feet of Lots 11, Block 12, Hollywood Little Ranches,  
PB-1, Page 26, of Broward County, Florida

Folio #. 514216014570

Lincoln Park I

LORI PARRISH  
BROWARD COUNTY  
PROPERTY APPRAISER



OWNER 
  ADDRESS 
  FOLIO 
  MAP SIZE

- Layers**
- Highways
  - Major Roads
  - Twn-Rng-Sec
  - Municipalities
  - City Limits
  - Zip Codes
  - CRA Boundaries
  - County Land Use
  - City Zoning Codes
  - Streets
  - Parcels
  - Aerials (2007)
  - Aerials (2006)
  - Aerials (2005)
  - Aerials (2004)
  - Aerials (2003)
  - Aerials (2002)
  - Aerials (2001)
  - Aerials (2000)
  - Aerials (1999)
  - Aerials (1998)
  - County Boundary



SELECTED PROPERTY-FOLIO: 514216014570  
© Copyright 2003 Broward County Property Appraiser

**Details**

FOLIO: 514216014570  
 OWNER: LINCOLN PARK DEVELOPMENT GROUP L L C  
 MAILING ADDRESS: 150 SE 2 AVE STE 807 MIAMI FL 33131  
 LEGAL: HOLLYWOOD LITTLE RANCHES 1-26 B LOT 11 S 70 BLK 12  
 MILLAGE CODE: 0513  
 USE CODE: 00  
 LAND VALUE: \$138,750  
 BUILDING VALUE: \$0  
 OTHER VALUE: \$0  
 TOTAL VALUE: \$138,750  
 SOH CAPPED VALUE: \$138,750  
 HOMESTEAD EXEMPTION AMOUNT: \$0  
 WVD EXEMPTION AMOUNT: \$0  
 OTHER EXEMPTION AMOUNT: \$0  
 TAXABLE VALUE: \$138,750  
 SALE DATE 1: 9/22/2006  
 SALE PRICE 1: \$300,000  
 DEED TYPE 1: WD  
 SALE DATE 2: 3/16/2005  
 SALE PRICE 2: \$165,000  
 DEED TYPE 2: WD

LAND CALCULATIONS		
Price	Factor	Type
1850	7500	FF

ADJ. BLDG. S.F.: 0

3

**CITY OF HOLLYWOOD**

**CONVEYANCE AGREEMENT**

**THIS AGREEMENT** made and entered in at Hollywood, Broward County, Florida, this 2nd day of MAY, 2007, by and between **CITY OF HOLLYWOOD**, a political subdivision of the State of Florida (hereinafter called "**CITY**"), and LINCOLN PARK DEVELOPMENT GROUP, LLC a Florida Limited Liability Company (hereinafter referred to as "**DEVELOPER**").

**WITNESSETH:**

**WHEREAS, DEVELOPER** owns or controls certain property in Broward County, Florida as shown and described in EXHIBIT "A" attached hereto and made a part hereof ("**PROPERTY**"); and

**WHEREAS, DEVELOPER** has requested **CITY** to accept the drainage and water and sewer facilities to be constructed by **DEVELOPER** necessary to provide drainage and potable water and sanitary sewer services to the "**PROPERTY**", for ownership, operation and maintenance; and

**WHEREAS, CITY** has agreed to accept such facilities that are located in the public right-of-way or easements;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the parties covenant and agree that the above recitals are true and correct and further covenant and agree, each with the other, as follows:

I

**DEVELOPER AGREES:**

1. To construct all the necessary drainage and water distribution and sewer collection facilities, necessary to provide drainage and potable water and sewer services to the "**PROPERTY**".
2. That the construction of the drainage and water distribution and sewer collection facilities shall be in accordance with the plans, specifications and engineering data as prepared by a Florida registered engineer and as approved by all appropriate regulatory agencies, and the **CITY'S** authorized representatives. Said drainage and water distribution and sewer collection facilities shall be connected to the **CITY'S** existing systems at the points as specified by the **CITY'S** authorized representatives and as agreed by both parties. Any deviation from the approved plans and specifications shall require the prior approval in writing of the **CITY'S** Director of Utilities or his/her authorized representative.

11

3. To retain the services of a Registered Professional Engineer for the purpose of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and approved plans and specifications.
4. To provide shop drawings and catalog information of the materials and equipment to be installed, for **CITY** approval. No construction shall commence until the shop drawings, plans and specifications are approved in writing by the **CITY'S** Director of Utilities or his/her authorized representative.
5. A preconstruction meeting with **CITY'S** Director of Utilities or his/her authorized representative, **DEVELOPER**, or **DEVELOPER'S** engineer and contractor shall be held prior to construction commencement.
6. To grant **CITY'S** representatives free access to the materials and the work site at all times for the purpose of inspecting same.
7. To notify **CITY** before any construction is begun and at the time when inspections will be required. Said notification shall be made in writing and shall be received by **CITY** at least forty-eight (48) hours in advance of the time construction will begin or inspections required.
8. At the time when periodic inspections are required, **CITY'S** authorized representative, together with **DEVELOPER'S** engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.
9. **DEVELOPER**, during warranty period shall promptly correct defective work upon notification by the **CITY**. Should the **DEVELOPER** fail to do so within seven (7) days after written notice, the **CITY** may correct and remedy any such deficiency. All direct and indirect costs of the **City** shall be charged against the **DEVELOPER**.
10. The **DEVELOPER'S** obligation to perform and complete the work in accordance with this agreement shall be absolute. Neither any act of acceptance by the **CITY** nor any failure to do so will constitute a release of the **DEVELOPER'S** obligation to comply with all requirements set forth in this agreement.
11. **CITY** shall not be required to provide water or wastewater service, except for construction water, to any area encompassed under this agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by **CITY** and **DEVELOPER** has provided as-built drawings and related documentation. Should construction water be required, the **DEVELOPER** shall pay at the established rate. All construction water shall be metered.

II

Upon completion, approval and acceptance of the work required to be done, **DEVELOPER** shall, without cost to **CITY**:

12. Convey to **CITY** and its successors and assigns by good and sufficient easement deed, in a form satisfactory to **CITY**, a perpetual right, easement and privilege to operate, maintain, repair or replace all drainage, water and sewer facilities constructed in the public right-of-way or easements, in connection with supplying drainage and water and sewer service to the inhabitants, occupants and customers in the "PROPERTY" and secure from each mortgagee and lienor a release of interest of said mortgagee and lienor in the easement and fixtures hereon for so long as the easement is used for the operation, maintenance, repair or replacement of drainage, water or sewer facilities within the easements.

13. Transfer to **CITY** by BILL OF SALE ABSOLUTE all **DEVELOPER'S** right, title and interest in and to all of the drainage and water and sewer facilities, connections, pipes, valves, meters and equipment installed within granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to Paragraph (1) above for the purpose of supplying drainage and water and sewer service to the "PROPERTY". Said BILL OF SALE ABSOLUTE shall be written in such a form as approved and accepted by **CITY**.

14. Furnish **CITY** with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this agreement have been paid. Said AFFIDAVIT shall be written in such a form as approved and accepted by **CITY**.

15. Furnish **CITY** with RELEASE OF LIENS from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

16. Furnish **CITY** with a FINAL RELEASE OF LIEN releasing all liens which **DEVELOPER** might have on the works/installations. Said FINAL RELEASE OF LIEN shall be written in such a form as approved and accepted by **CITY**.

17. Furnish **CITY** with all manufacturers' warranties which **DEVELOPER** might have received or is due to receive on any part of the installations.

18. Furnish **CITY** with a satisfactory warranty or bond guaranteeing installation pursuant to this agreement against defect in material, equipment or construction for a period of not less than one (1) year from date of acceptance of same by **CITY**. Said warranty shall be in such a form as agreed by **CITY** and **DEVELOPER**.

19. Furnish **CITY** with COST LETTER stating the cost of the installations due under this agreement. Said COST LETTER shall be in such a form as approved by **CITY**.

**III**

**CITY AGREES:**

20. That upon compliance by **DEVELOPER** of the requirements set forth in sections I and II of this Agreement to accept the drainage and water and sewer lines constructed by **DEVELOPER**, for ownership, operation and maintenance at no cost to the **DEVELOPER**.

**IV**

**CITY and DEVELOPER Agree:**

21. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the "PROPERTY."

22. **DEVELOPER**, its successors and assigns, and the owners and occupants of buildings on "PROPERTY" are hereby prohibited from installing or maintaining any water wells, except for irrigation purposes.

23. **CITY**, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers or users on "PROPERTY", other than the drainage and water and sewer service lines within easements granted to **CITY** in accordance with **CITY'S** rules and regulations;

24. Each customer of water service or wastewater collection service on "PROPERTY" shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter;

25. Any temporary cessation or interruptions of drainage outfall or the furnishing of water and wastewater service to the "PROPERTY" at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of **CITY** shall not constitute a breach of the provisions contained herein or impose liability upon **CITY** by **DEVELOPER**, its successors and assigns.

26. This Agreement shall be recorded by **DEVELOPER** among the public records of Broward County, Florida. When so recorded, owners and occupants of "PROPERTY" connected to or to be connected to said drainage outfall and water and wastewater systems of **CITY** shall be on notice of each and every provision of this Agreement, and

this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to the Agreement in the execution hereof; and the acquisition or occupancy of any part of the "PROPERTY" connected to or to be connected to said water and wastewater systems of **CITY** shall be deemed conclusive evidence of the fact that the owners and occupants have consented to and accepted the Agreement herein contained and have become bound hereby.

27. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested addressed to the party for whom it is intended, at the place specified as the place for giving of notice; the place for giving of notice shall remain in such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

**FOR CITY:**

Utilities Director  
P.O. Box 229045  
Hollywood, Florida 33022-9045

**FOR DEVELOPER:**

Eliu Dreszer  
150 SE 2<sup>nd</sup> Avenue, Suite 807  
Miami, FL 33131

Notice so addressed and sent by certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

28. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Broward County, Florida.

29. That the execution of this Agreement by **CITY** shall not be construed as a precedent for the acceptance by the **CITY** of other water and/or sewer facilities constructed or to be constructed by **DEVELOPER** or others, on other properties.

30. This agreement is intended to supplement the ordinances of the **CITY**. This agreement is not intended to replace any provisions of, or relieve **DEVELOPER** of the obligation to fully comply with all ordinances of the **CITY**. To the extent that any direct conflict arises between the terms of this agreement and the term of any ordinance, the ordinance shall control.

31. In the event court action is instituted to resolve any disputes or disagreements hereunder, the prevailing party in such action shall be entitled to recover all court costs and reasonable attorneys' fees.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Signed, sealed and delivered  
in the presence of  
  
By: [Signature]  
Albert Perez, P.E.

**CITY:**  
**CITY OF HOLLYWOOD**, a municipal  
corporation of the State of Florida

Title: Public Utilities Director

Approved as to form and legality  
for the use and reliance of the  
City of Hollywood, Florida only.

[Signature]  
Daniel L. Abbott, City Attorney

**DEVELOPER:**  
Lincoln Park Development Group, LLC

WITNESS: [Signature]  
OFFICE MANAGER

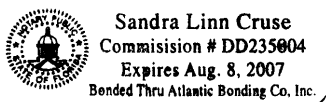
By: [Signature]  
Eliu Dreszer, Managing Member

WITNESS: [Signature]  
asst manager

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of  
May, 2021, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_



[Signature]  
Notary Public - State of Florida  
\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

PAGE 1 OF 5

EXHIBIT "A"

LEGAL DESCRIPTION

2331 & 2327 Lincoln Street (LINCOLN PARK II)  
Lot 10, Block 12, Hollywood Little Ranches, PB-1, Page 26,  
of Broward County, Florida

Folio #: 514216014540  
= 514216014550

~~2219 & 2225 Lincoln Street (LINCOLN PARK III)  
Lots 3, 4 & 19, Block 12, Hollywood Little Ranches, PB-1, Page 26,  
of Broward County, Florida~~

~~Folio #: 514216014480  
= 514216014500  
= 514216014490  
= 514216014710~~

~~2339 Lincoln Street (LINCOLN PARK I)  
South 70 Feet of Lots 11, Block 12, Hollywood Little Ranches,  
PB-1, Page 26, of Broward County, Florida~~

~~Folio #: 514216014570~~

Broward County Property Appraiser's Network

Pg 2 of 5

Lincoln Park II



**IMPORTANT:** If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay. Please use our Tax Estimator to determine a more likely estimate of your new amount.

- [PREVIOUS](#)
[NEXT](#)
[VIEW MAP](#)
[PRINT](#)
[NEW SEARCH](#)
[BCPA HOME](#)

Click here to display your 2006 Tax Bill.

Site Address	2331 LINCOLN STREET , HOLLYWOOD	ID #	5142 16 01 4540
Property Owner	LINCOLN PARK DEVELOPMENT GROUP LLC	Millage	0513
Mailing Address	150 SE 2 AVE STE 807 MIAMI FL 33131	Use	08

Legal Description	HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 W1/2 BLK 12
-------------------	--

Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$137,810	\$57,600		\$195,410	
2006	\$137,810	\$122,590		\$260,400	\$6,431.31
2005	\$93,710	\$48,470		\$142,180	\$3,813.28

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$195,410

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
9/22/2006	WD*	\$700,000	42831	1434	\$2,250	61.25	FF
10/5/2005	WD	\$310,000	40724	1554			
4/10/1998	WD	\$22,600	28100	828			
3/30/1998	CET	\$100	27964	41			
3/22/1995	WD	\$62,000	23329	752			
					Adj. Bldg. S.F.		1753
					Eff. Year Built		1947

\* Denotes Multi-Parcel Sale (See Deed)

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
05					
R					
3					

Please Note: Assessed values shown are NOT certified values and are subject to change before final certification for ad valorem tax purposes

Pg 3 of 5

Layers

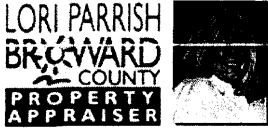
- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- County Land Use
- City Zoning Codes
- Streets
- Parcels
- Aerials (2007)
- Aerials (2006)
- Aerials (2005)
- Aerials (2004)
- Aerials (2003)
- Aerials (2002)
- Aerials (2001)
- Aerials (2000)
- Aerials (1999)
- Aerials (1998)
- County Boundary



SELECTED PROPERTY-FOLIO: 514216014540

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2331 Lincoln St.



**IMPORTANT:** If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay. Please use our Tax Estimator to determine a more likely estimate of your new amount.

**PREVIOUS**   **NEXT**   **VIEW MAP**   **PRINT**   **NEW SEARCH**   **BCPA HOME**

[Click here to display your 2006 Tax Bill.](#)

Site Address	2327 LINCOLN STREET , HOLLYWOOD	ID #	5142 16 01 4550
Property Owner	LINCOLN PARK DEVELOPMENT GROUP LLC	Millage	0513
Mailing Address	150 SE 2 AVE STE 807 MIAMI FL 33131	Use	01

Legal Description	HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 E1/2 BLK 12
-------------------	--

Property Assessment Values					
Year	Land	Building	Land Value AG	Total	Tax
Current	\$153,130	\$27,330		\$180,460	
2006	\$153,130	\$92,990		\$246,120	\$5,878.56
2005	\$85,750	\$22,100		\$107,850	\$651.87

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$180,460

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
9/22/2006	WD*	\$700,000	42831	1434	\$2,500	61.25	FF
10/5/2005	WD	\$293,000	40724	1558			
3/18/1996	WD	\$48,000	24697	836			
12/1/1987	QC	\$100	15065	564			
					<b>Adj. Bldg. S.F.</b>		746
					<b>Eff. Year Built</b>		1953

\* Denotes Multi-Parcel Sale (See Deed)

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
05					
R					
1					

Please Note: Assessed values shown are NOT certified values and are subject to change before final certification for ad valorem tax purposes.

Map

Page 5 of 5

**LORI PARRISH**  
**BROWARD**  
 COUNTY  
**PROPERTY**  
**APPRAISER**

**Map**

Created on 5/1/2007 8:48:36 AM using ArcIMS 4.0.1 © Copyright 2003 Broward County Property Appraiser

6

CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD

RESOLUTION NO. 13-DPV-61

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR A VARIANCE, DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF A 12 UNIT TOWNHOME DEVELOPMENT (LINCOLN PARK WEST TOWNHOMES) LOCATED AT 2327-2329 LINCOLN STREET, PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant variances, special exceptions, and design approvals in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, Sebastian Federico (the "Applicant"), has applied for a Variance, Design and Site Plan approval for the construction of a 12 unit townhome development located at 2329 Lincoln Street, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Planning and Development Services Director ("Director") and Planning Manager, following an analysis of the application and its associated documents have determined that the proposed request for a Variance, to reduce the required rear yard setback from a minimum of 20 feet to allow for a minimum 15 foot rear yard setback, does meet the criteria set forth in Section 5.3.F.1. a. through d. of the Zoning and Land Development Regulations (criteria e. is not applicable) and have therefore recommended approval; and

WHEREAS, the Planning Director and the Planning and Development Services Administrator, following analysis of the application and its associated documents, have determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.I.4. of the Zoning and Land Development Regulations and therefore recommend approval of the Design; and

①

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents, have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and have therefore recommended approval of the proposed Site Plan along with the following conditions:

That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County by the City prior to issuance of the Certificate of Occupancy (C/O) or Certificate of Completion (C/C).

; and

WHEREAS, on January 16, 2014, the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application for the Variance to reduce the required rear yard setback from a minimum of 20 feet to allow for a minimum 15 foot rear yard setback, and determined that the Variance request does meet the criteria set forth in Section 5.3.F.1. of the Zoning and Land Development Regulation and made the following findings:

- a) That the requested Variance does maintain the basic intent and purpose of the subject regulations, particularly as they affect the stability and appearance of the City;
- b) That the requested Variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community;
- c) That the requested Variance is consistent with and in furtherance of the Goals, Objectives and Policies of the adopted Comprehensive Plan, as amended from time to time, the applicable Neighborhood Plan and all other similar plans adopted by the City;
- d) That the need for the requested Variance is not economically based or self-imposed; and
- e) Since the Board finds that criteria a. through d. have been met, then criteria e. is not applicable.

; and



WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and recommendations for the Design approval and considered the following criteria pursuant to Section 5.3.1.4.a. (1) through (4) of the City's Zoning and Land Development Regulations:

- 1) The Architectural details are commensurate with the building mass. Design of the building(s) considered aesthetics and functionality, including the relationship of the pedestrian with the built environment;
- 2) Compatibility. There is an appropriate relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. The Building contains architectural details that are characteristic of the surrounding neighborhood;
- 3) Scale/Massing. The Building is proportionate in scale, with a height which is consistent with the surrounding structures. The Building mass reflects a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. The Architectural details include, but are not limited to, banding, molding, and fenestration; and
- 4) Landscaping. The Landscaped areas contain a variety of native and other compatible plant types and forms, and are carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site have been preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and the Technical Advisory Committee's recommendation with a condition for the Site Plan approval and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND DEVELOPMENT 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, and all submitted written and oral testimony received during the public hearing, and the consideration of the criteria listed herein for approving/denying the requested Variance to reduce the required rear yard setback from a minimum of 20 feet to allow for a minimum 15 foot rear yard setback and its findings set forth above, the Board finds that the necessary criteria have been met, and the requested Variance, is hereby **approved**.

Section 2: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby **approved with the following condition:**

The Applicant shall work with Staff to soften the color palette.

Section 3: 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 Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and Site Plan is hereby **approved with the following condition:**

That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County by the City prior to the issuance of the Certificate of Occupancy (C/O) or Certificate of Completion (C/C).

Section 4: That the Variance shall become null and void unless the Applicant has applied for all applicable building or other permits(s) or license(s) within 24 months of the Board's approval. Said 24 months shall commence upon passage and adoption of this Resolution.

Section 5: That the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 6: That the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**RESOLUTION CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD 13-DPV-61 Sebastian Federico (Lincoln Park West Townhomes)**

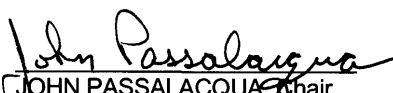
Section 7: That the Department of Planning and Development Services is hereby directed to forward a copy of this resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the Public Records of Broward 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 16th DAY OF JANUARY, 2014.

RENDERED THIS 11 DAY OF February, 2014.

ATTEST:

  
\_\_\_\_\_  
JOSEPH KALLER, Secretary

  
\_\_\_\_\_  
JOHN PASSALACQUA, Chair

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

  
\_\_\_\_\_  
JEFFREY P. SHEFFEL BOARD COUNSEL *DN*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LINCOLN PARK WEST 13-DVP-61

PARCEL 2:

LOT 10, BLOCK 12, OF HOLLYWOOD LITTLE RANCHES, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PG 26, OF THE PUBLIC RECORD OF BROWARD COUNTY, FLORIDA.

PARCEL 3:

THE SOUTH 70 FEET OF LOT 11, BLOCK 12, OF HOLLYWOOD LITTLE RANCHES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PG 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



3

This Instrument Prepared by:  
Joanna Plessis, Esq.  
Serber & Associates, P.A.  
2875 N.E. 191<sup>st</sup> Street Suite 801  
Aventura, FL 33180

**DECLARATION OF UNITY OF TITLE**

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the City of Hollywood pertaining to zoning, the issuance of building permits and regulating building construction activities, the undersigned, being the fee owner(s) of the following described real property situated in the City of Hollywood, County of Broward and State of Florida, do hereby make the following declaration of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a **DECLARATION OF UNITY OF TITLE**, as to the following particulars:

1. The undersigned is the owner in fee simple of the properties described as follows:

Lot 10, Block 12, of HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, at Page 26, of the Public Records of Broward County, Florida.

The South 70 feet of Lot 11, Block 12, of HOLLYWOOD LITTLE RANCHES, according to the Plat thereof, as recorded in Plat Book 1, at Page 26, of the Public Records of Broward County, Florida.

Parcel Identification Numbers:  
5142-16-01-4550, 5142-16-01-4570, 5142-16-01-4540

2. That the properties described herein will be developed for the proposed use for townhomes/condominium known as Lincoln Park Townhomes West in accordance with the site plan approved pursuant to Resolution No. 13-DPV-61.
3. The aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site (hereinafter referred to as "Property").
4. The said Property, for the purpose of building, zoning and other applicable codes and regulations, shall henceforth be considered as one parcel of land and that no portion shall be sold, assigned, transferred, conveyed or devised except in its entirety as one plot or parcel of land, with the sole exception

**Return to: City of Hollywood  
Division of Planning Rm. 315  
2600 Hollywood, FL. 33020**


3

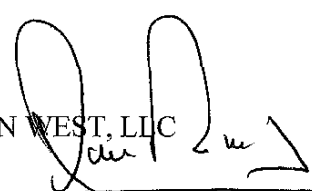
being that if any of the condominium units are developed as "land units" those parcels may be sold, transferred, devised or assigned subject to being part of the condominium and subject to the declaration of condominium pursuant to which they are established, or a portion of said property sold, transferred, devised, or assigned to any governmental entity; provided, however, that recordation of a mortgage on any portion of the Property shall not be deemed to be in contravention of this Declaration.

- 5. As said property shall be developed as a condominium, the condominium form of ownership and the mortgaging and sale of condominium units therein (and the resale of same) to third parties shall not be deemed a violation of this Declaration.
- 6. The undersigned further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming under them until such time as the same may be released in writing under the approval of the City Commission of the City of Hollywood.
- 7. The undersigned also agrees that this instrument shall be recorded in the Public Records of Broward County.

**IN WITNESS WHEREOF**, the said property owner has signed and sealed these presents this 02 day of AUGUST, 2016.

Signed, sealed and delivered  
in the presence of:

  
 \_\_\_\_\_ sign  
 (witness 1)  
 ANTONIO LENA JIMENEZ  
 \_\_\_\_\_ print  
 \_\_\_\_\_ sign  
 (witness 2)  
 JOSE KUPFERMAN  
 \_\_\_\_\_ print

LINCOLN WEST, LLC  
  
 By: \_\_\_\_\_  
 Name: ADOLFO RASCO VSKY  
 Title: MANAGER.

STATE OF FLORIDA )

SS:

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this August 01 2016,  
by Adolfo Rascon who is/are known to me or who has/have produced  
\_\_\_\_\_ as identification.

Berenguer sign

Niurka Berenguer print

Notary Public, State of Florida At Large

(Seal)

01/26/2018 Commission No.

My Commission Expires:





CITY OF HOLLYWOOD  
PLANNING AND DEVELOPMENT BOARD  
RESOLUTION NO. 22-DP-35

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR DESIGN AND SITE PLAN APPROVAL FOR A 37-UNIT RESIDENTIAL DEVELOPMENT ("LINCOLN VILLAGE") LOCATED AT 2327-2339 LINCOLN STREET, HOLLYWOOD, FLORIDA, PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

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

WHEREAS, the Board is duly empowered to grant variances, special exceptions, and design approvals in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, 2327 Lincoln Village LLC., ("Applicant") has applied for Design and Site Plan approval for a 37-unit residential development to be known as Lincoln Village, located at 2327-2339 Lincoln Street, Hollywood, Florida, as more particularly described in the attached Exhibit "A"; and

WHEREAS, the Assistant Director and Planning Manager, following analysis of the application and its associated documents, have determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.I.4. of the Zoning and Land Development Regulations and have therefore recommended approval of the Design; and

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents, have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and have therefore recommended approval; and

WHEREAS, on June 13, 2023, the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application and the Department of Development Services Planning and Urban Design Division staff report and recommendations for the Design approval, considered the following criteria pursuant to Section 5.3.I.4.a. (1) through (4) of the City's Zoning and Land Development Regulations and have determined that the following criteria have been met:

- (1) The Architectural and Design components. Architecture refers to the architectural elements of exterior building surfaces. Architectural details should be commensurate with the building mass. Design of the building(s) shall consider aesthetics and functionality, including the relationship of the pedestrian with the built environment. The Design should consider architectural elements that are characteristic of the surrounding neighborhood.
- (2) Compatibility. The harmonious relationship between existing architectural language and composition and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood, and with the established and adopted vision for the area.
- (3) Scale/Massing. Buildings shall be proportionate in scale, with a height which is consistent with the surrounding structures, and with the established and adopted vision of the area. Building geometries shall reflect a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings.
- (4) Landscaping. Landscaped areas should contain a variety of native and other compatible plant types and forms, and be carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site should be preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Development Services Planning and Urban Design Division staff report, the Technical Advisory Committee's recommendation for the Site Plan approval, and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments and found that the Site Plan requirements have been met.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein for approving/denying the requested Design for a 37-unit residential development to be known as Lincoln Village, located at 2327-2339 Lincoln Street, Hollywood, Florida, the Board finds that the necessary criteria have been met, and the Design is **approved**.

Section 3: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, Technical Advisory Committee's recommendation for the Site Plan approval and all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and the Site Plan is hereby **approved**.

Section 4: That the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the required time period shall render all approvals null and void.

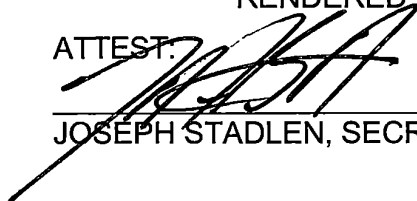
Section 5: That the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the required time period shall render all approvals null and void.

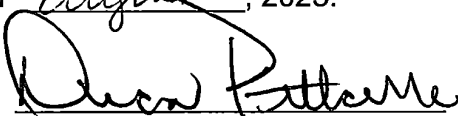
Section 6: That the Department of Development Services Planning and Urban Design Division is hereby directed to forward a copy of this Resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the 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 13th day of June 2023.

RENDERED THIS 21<sup>st</sup> DAY OF August, 2023.

ATTEST:

  
\_\_\_\_\_  
JOSEPH STADLEN, SECRETARY

  
\_\_\_\_\_  
DIANA PITTARELLI, CHAIR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JAMES BRAKO, BOARD COUNSEL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOT 10, BLOCK 12, OF HOLLYWOOD LITTLE RANCHES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE SOUTH 70 FEET OF LOT 11, BLOCK 12, OF HOLLYWOOD LITTLE RANCHES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**EXHIBIT "B"**  
**DESIGN AND SITE PLAN**









**PROJECT AND OWNER:**  
**LINCOLN VILLAGE**  
 5400 W. LINCOLN BLVD  
 HOLLYWOOD, FL 33020  
 2371 LINCOLN VILLAGE, LLC  
 885 SE ANAHEIM TOWN SQ  
 FORT LAUDERDALE, FL 33304  
**ARCHITECT:**

5400 W. LINCOLN BLVD  
 HOLLYWOOD, FL 33020  
 954 963 6600  
 RICARDO@HARRIS-CULLEY.COM  
**DESIGNER:**  
**HARRIS-CULLEY**  
**ARCHITECTS, P.A.**  
 1555 N. PARK DR., SUITE 300, WESTON, FL 32788  
 904 833 3333  
 VIKRAM@HARRIS-CULLEY.COM  
**CONSULTING ENGINEERS:**  
 M.E.P.

**STRUCTURAL ENGINEER:**

**CIVIL ENGINEER:**  
 GUYTON ENGINEERING, INC.  
 5700 W. UNIVERSITY BLVD, SUITE 200  
 FORT LAUDERDALE, FL 33309

**KEY PLAN:**

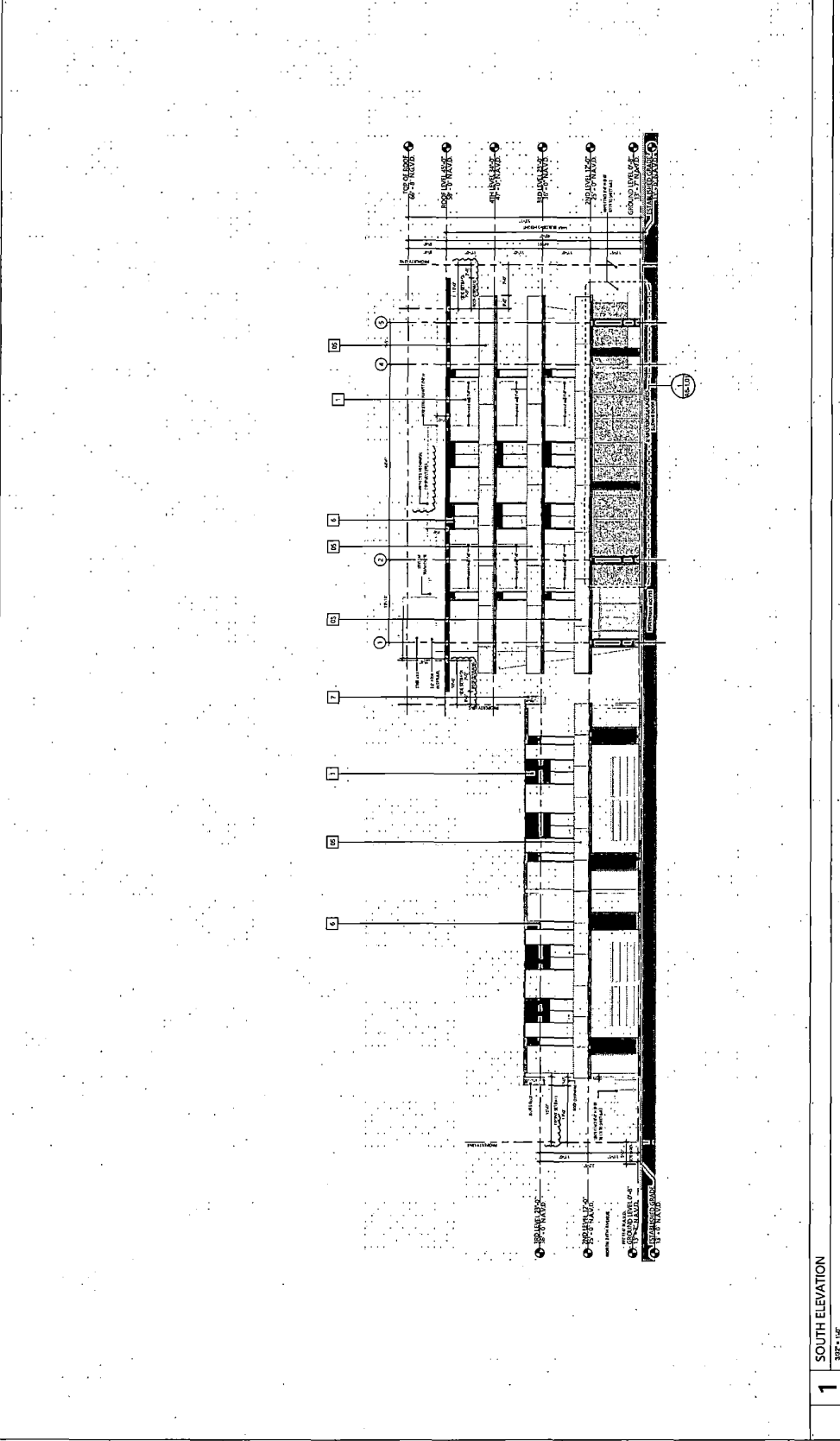
**PROJECT STATUS:**  
 HOME APPLICATION DATE: 03/14/16  
 SHEET ISSUE DATE:  
 PROJECT NO.: 2007

NO.	DESCRIPTION	DATE
1	Primary TAC	05-20-22
2	Final TAC Meeting	11-07-22
3	Final Revision	02-14-23

ALL DRAWINGS AND WRITTEN MATERIALS HEREIN CONSTITUTE THE PROPERTY OF HARRIS-CULLEY ARCHITECTS, P.A. AND MAY ONLY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THEIR WRITTEN CONSENT.



**DATE:**  
 02/14/23  
**PROJECT:**  
 RICARDO J. HARRIS-CULLEY  
 LCPC AR97841  
**SHEET TITLE:**  
 SOUTH ELEVATION  
**SCALE:**  
 N.T.S.  
**SHEET NO.:**  
**A2-1.02**



ELEVATION LEGEND AND NOTES		MATERIAL LEGEND	
UNLESS OTHERWISE INDICATED ALL ELEVATIONS SHOWN IN INCHES			
1. 1/4" = 1'-0" IN PLAN			
2. ALL SHOP DRAWINGS REQUIRE APPROVAL OF CITY OF HOLLYWOOD			
3. ALL CONSTRUCTION AND FINISH MATERIALS INSTALLED BELOW ARE TO BE FLOOR RESISTANT MATERIAL			
1	WHITE GLOSS SMOOTH FINISH	3	LAMINATED GLASS
2	WHITE GLOSS ALUMINUM	4	ALUMINUM FRAMES
3	CORAL STONE	5	WOOD SILING
4	WOOD/CONCRETE ROOF TILE	6	BLACK METAL OUTER
5	PAVING MATERIAL		
6	DIPOSED CONCRETE		

**1 SOUTH ELEVATION**  
 3/8" = 1'-0"





160-14

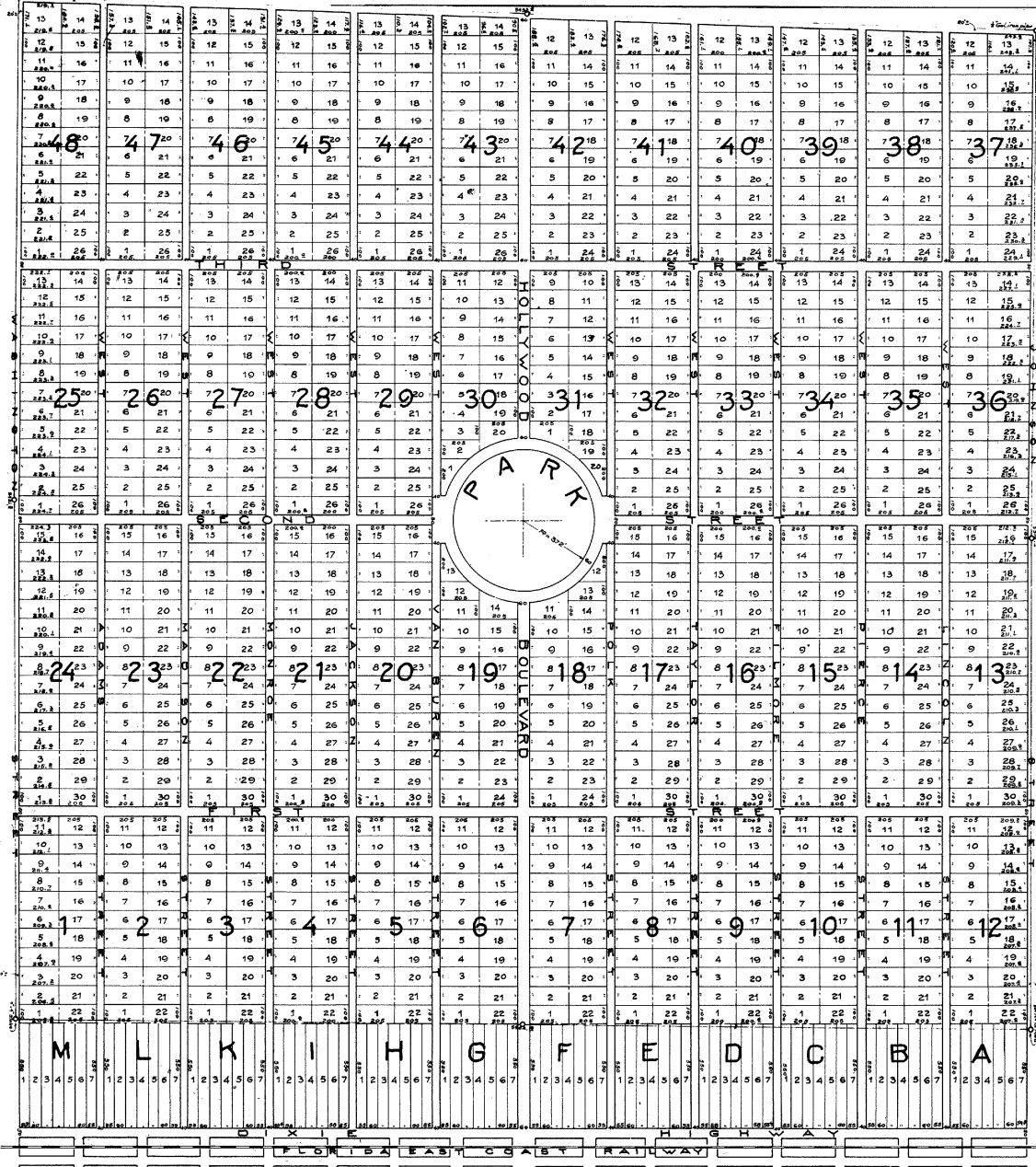
58 40

over 140

Each side

I, the undersigned, hereby certify that the within plot shows the subdivisions of the described lands as made by me in a recent survey in due conformity to the established boundaries of such lands, that the dimensions shown are from measurements made on the ground and that they are correct to the best of my knowledge and belief.

By *Francis C. Buckley*  
Licensed N 272



# HOLLYWOOD LITTLE

## HOLLYWOOD LAND & WATER COMPANY RANCHES

A SUBDIVISION OF SECTION SIXTEEN (16), in Township fifty-one (51) South, of Range forty-two (42) East, described as follows, to wit:  
Beginning at the northwest corner of said section, running thence south upon and along the west line of said section, fifty-four hundred fifty-two and eight tenths (5452.8) feet to the southwest corner of said section; thence east upon and along the south line of said section, fifty-four hundred twenty-one and eight tenths (5421.8) feet to the southeast corner of said section; thence north upon and along the east line of said section, fifty-four hundred four and eight tenths (5404.8) feet to the northeast corner of said section; thence west upon and along the north line of said section, fifty-three hundred sixteen and four tenths (5316.4) feet to the place of beginning, as shown by the within plat: AND A Subdivision of BLOCK Ninety-six (96) of the original plat of Hollywood as recorded in the files of Broward County, Florida, particularly described as follows:—to wit:—Beginning at the southwest corner of section fifteen (15), in the township fifty-one (51) South, of Range forty-two (42) East, run northerly upon and along the west boundary of said section, fifty-four hundred four and eight tenths (5404.8) feet to the northwest corner of said section, thence easterly upon and along the north line of said section five hundred twelve (512) feet to a point one hundred (100) feet westerly from the center of the Florida East Coast Railway, thence southerly parallel to the Florida East Coast Railway, fifty-three hundred ninety seven and four tenths (5397.4) feet to the southerly boundary of said section fifteen (15), thence westerly upon and along the southerly boundary of said section five hundred sixty-nine and one tenth (569.1) feet to the place of beginning.



STATE OF FLORIDA  
BROWARD COUNTY  
FRANCIS C. BUCKLEY  
Notary Public  
My commission expires on the 23 day of May, 1926

State of Florida } ss.  
Broward County }



State of Florida } ss.  
County of Dade }

Know all men by these presents; that the Hollywood Land and Water Company, a corporation under the Laws of Florida, has caused to be made the above plat of "Hollywood Little Ranches" a subdivision of Section sixteen (16), in township fifty-one (51) south, of range forty-two (42) east, and Block ninety-six (96) of the original plat of Hollywood, and that the said corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways, and walks shown on said plat.

Hollywood Land and Water Company,  
By *A.B. Newin* Vice-President.  
Attest *Lillian Allen* Secretary.

I, *Lillian Allen*, a Notary in and for said County and State, do hereby certify that at the date hereof, there personally appeared before me, *D.C. Newin*, and *LILLIAN ALLEN*, to me well known to be, respectively, the President and Secretary of the Hollywood Land and Water Company, a corporation organized and existing under and by virtue of the laws of the State of Florida, and in person severally acknowledged that they executed the above and foregoing plat of "Hollywood Little Ranches" together with all descriptive matter and reservations therein set forth, as their free and voluntary act and as the free and voluntary act of the said Hollywood Land and Water Company, for the uses and purposes therein set forth.

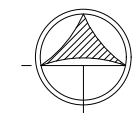
Witness my hand and notarial seal at Miami, in the said County and State this *fourth* day of July, A.D. 1922.  
My commission expires on the *23* day of *May*, 1926. *Lillian Allen* Notary Public.

RECORDED  
INDEXED  
JUL 11 1922  
1-26

1-26  
17309  
7-8-22

# ALTA/NSPS SURVEY

Scale: 1" = 40'



LOCATION MAP  
Not To Scale



## LEGAL DESCRIPTION:

Lot 10, and the South 70 feet of Lot 11, Block 12, AN AMENDED PLAT OF HOLLYWOOD LITTLE RANCHES, according to the map or plat thereof as recorded in Plat Book 1, Page 26, Public Records of Broward County, Florida.

## PROPERTY ADDRESS:

2327-2339 Lincoln Street Hollywood, FLORIDA 33020

FLOOD ZONE: X  
DATE OF FIRM: 07/31/2024  
COMMUNITY: 125113  
SUFFIX: J  
PANEL: 0569  
ELEVATION: N/A

## CERTIFIED TO:

2327 & 2339 Lincoln St, LLC  
CHACON & ASSOCIATES, PLLC  
Old Republic National Title Insurance Company  
Nexos Invest, Corp  
its successors and/or assigns as their interest may appear.

NOTE:  
THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY ESSEX TITLE INSURANCE COMPANY WITH AN ORDER No.: E-24-01164-FL, SEARCH DATE FROM 07/03/1992, THROUGH 10/14/2024 5:00 PM, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED ON SAID OWNERSHIP AND ENCUMBRANCE REPORT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY. (NOTHING PLOTTABLE)

## ABBREVIATIONS AND LEGEND:

A	ARC	I.E. & E.E.	INGRESS AND EGRESS EASEMENT	---	LINE
A/C	AIR CONDITIONER	L.A.E.	LIMITED ACCESS EASEMENT	---	PROPERTY LINE
B.M.	BENCH MARK	L.B.#	LICENSE BUSINESS NUMBER	---	BOUNDARY LINE
B.O.B.	BASES OF BEARINGS	(M)	MEASURED	---	C.B.S. WALL
BR.	BEARING REFERENCE	M.E.	MAINTENANCE EASEMENT	---	METAL FENCE
B.C.	BLOCK CORNER	MH	MAN HOLE	---	WOOD FENCE
CATV	CABLE TELEVISION RISER	N	NORTH	---	PLASTIC FENCE
C.M.E.	CANAL MAINTENANCE EASEMENT	N.R.	NON RADIAL	---	CHAIN LINK FENCE
(C)	CALCULATED	N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	---	CENTER LINE
C.B.S.	CONCRETE BLOCK STRUCTURE	N.&D.	FOUND NAIL & DISC	---	MONUMENT LINE
EH	CHORD	OS	OFFSET	---	OVERHEAD CABLE
C.M.E.	CANAL MAINTENANCE EASEMENT	O.R.B.	OFFICIAL RECORD BOOK	---	UTILITY EASEMENT
CH. BR.	CHORD BEARING	OUL	OVERHEAD UTILITY LINES	---	CATCH BASIN
CONC.	CONCRETE SLAB	(P)	PLAT	---	CENTER LINE
(D)	DEED	P.E.	POOL EQUIPMENT	---	MONUMENT LINE
D.E.	DRAINAGE EASEMENT	P.C.	POINT OF CURVATURE	---	CENTRAL ANGLE
D.M.E.	DRAINAGE AND MAINTENANCE EASEMENT	P.C.C.	POINT OF COMPOUND CURVATURE	---	LIGHT POLE
D.H.	DRILL HOLE	PL	PLANTER	---	WATER METER
EAST	EAST	P.O.B.	POINT OF BEGINNING	---	CONCRETE POLE
ELEV.	ELEVATION	P.O.C.	POINT OF COMMENCEMENT	---	VALVE
E.M.H.	ELECTRIC MAN HOLE	P.R.C.	POINT OF REVERSE CURVATURE	---	ELECTRIC BOX
E.T.	ELECTRIC TRANSFORMER	P.R.M.	POINT OF REVERSE CURVATURE	---	ANCHOR
ENC.	ENCROACHMENT	P.C.P.	PERMANENT CONTROL POINT	---	WELL
E.BOX	ELECTRIC BOX	R	RADIUS	---	HANDICAP SPACE
F.F. ELEV.	FINISHED FLOOR ELEVATION	(R)	RECORDED	---	POWER POLE
F.N.	FOUND NAIL	S	SOUTH	---	FIRE HYDRANT
F.I.P.	FOUND IRON PIPE	T	TANGENT	---	DEGREE
F.I.R.	FOUND IRON ROD	TYP.	TYPICAL	---	MINUTES OR FEET
F.P.K.	FOUND PK NAIL	U.E.	UTILITY EASEMENT	---	SECONDS
F.D.	FOUND DISC	U.P.	UTILITY POLE	---	ELEVATION
F.P.L.	FLORIDA POWER LIGHT	W	WEST	---	
G.M.	GAS METER	WM	WATER METER	---	
		WV	WATER VALVE	---	
		ASPH.	ASPHALT	---	

## CERTIFICATION:

I HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 7(a), 8, 16, 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON: 09-24-2024

DATE OF PLAT OR MAP: 10-07-2024

MIGUEL ESPINOSA  
P.S.M. No.5101  
STATE OF FLORIDA

## GENERAL NOTES

- EXAMINATION OF THE ABSTRACT OF THE TITLE WAS MADE AND ALL RECORDED EASEMENTS LISTED IN SCHEDULE B-II OF THE TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY No.1565810 DATED SEPTEMBER 05, 2024 AT 8:00 AM, IF ANY, WERE PLOTTED ON THE ATTACHED SURVEY.
- THIS ALTA/NSPS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON, THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
- ONLY VISIBLE ON ABOVE GROUND ENCROACHMENTS LOCATED.
- WALL TIES ARE THE FACE OF THE WALL.
- FENCE OWNERSHIP NOT DETERMINED.
- BEARINGS REFERENCED TO LINE NOTED AS B.R.
- ALTA/NSPS SURVEY MEANS DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD.
- NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED SEAL.
- DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN
- ELEVATIONS IF SHOWN ARE BASED UPON N.A.V.D. 1988 UNLESS OTHERWISE NOTED.
- ITEM No.1- NOT A SURVEY MATTER.
- ITEM No.2(a)(b)(e)- NOT A SURVEY MATTER.
- ITEM No.2(c)(d)- ENCROACHMENTS, IF ANY, ARE SHOWN ON THE ATTACHED SURVEY.
- ITEM No.3- NOT A SURVEY MATTER.
- ITEM No.4- NOT A SURVEY MATTER.
- ITEM No.5- NOT A SURVEY MATTER.
- ITEM No.6- NOT A SURVEY MATTER.
- ITEM No.7- NOT A SURVEY MATTER.
- ITEM No.8- PLAT BOOK 1 PAGE 26 DOES NOT CONTAIN EASEMENTS.
- ITEM No.9- DEED BOOK 40 PAGE 340 WAS NOT REVIEWED BY THIS FIRM.
- ITEM No.10- O.R.B.3092 PAGE 580 ENCUMBERS SUBJECT PROPERTY AND IS SHOWN ON THE ATTACHED SURVEY.
- ITEM No.11- O.R.B.9136 PAGE 244 NOT A SURVEY MATTER.
- ITEM No.12- O.R.B.40082 PAGE 1783 ; O.R.B.40082 PAGE 1789 ; NOT A SURVEY MATTER.
- ITEM No.13- O.R.B.41176 PAGE 1213 ENCUMBERS SUBJECT PROPERTY AND IS A BLANKET EASEMENT.
- ITEM No.14- O.R.B.41539 PAGE 1983 ENCUMBERS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ITEM No.15- O.R.B.44047 PAGE 1982 ENCUMBERS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ITEM No.16- O.R.B.44048 PAGE 1 ENCUMBERS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ITEM No.17- O.R.B.50570 PAGE 299 ENCUMBERS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ITEM No.18- INSTRUMENT No.114077076 ENCUMBERS SUBJECT PROPERTY AND IS A BLANKET EASEMENT.
- ITEM No.19- INSTRUMENT No.119066961 ENCUMBERS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ITEM No.20- NOT A SURVEY MATTER.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND MEASURE UNLESS OTHERWISE NOTED.

## M.E. LAND SURVEYING, INC.

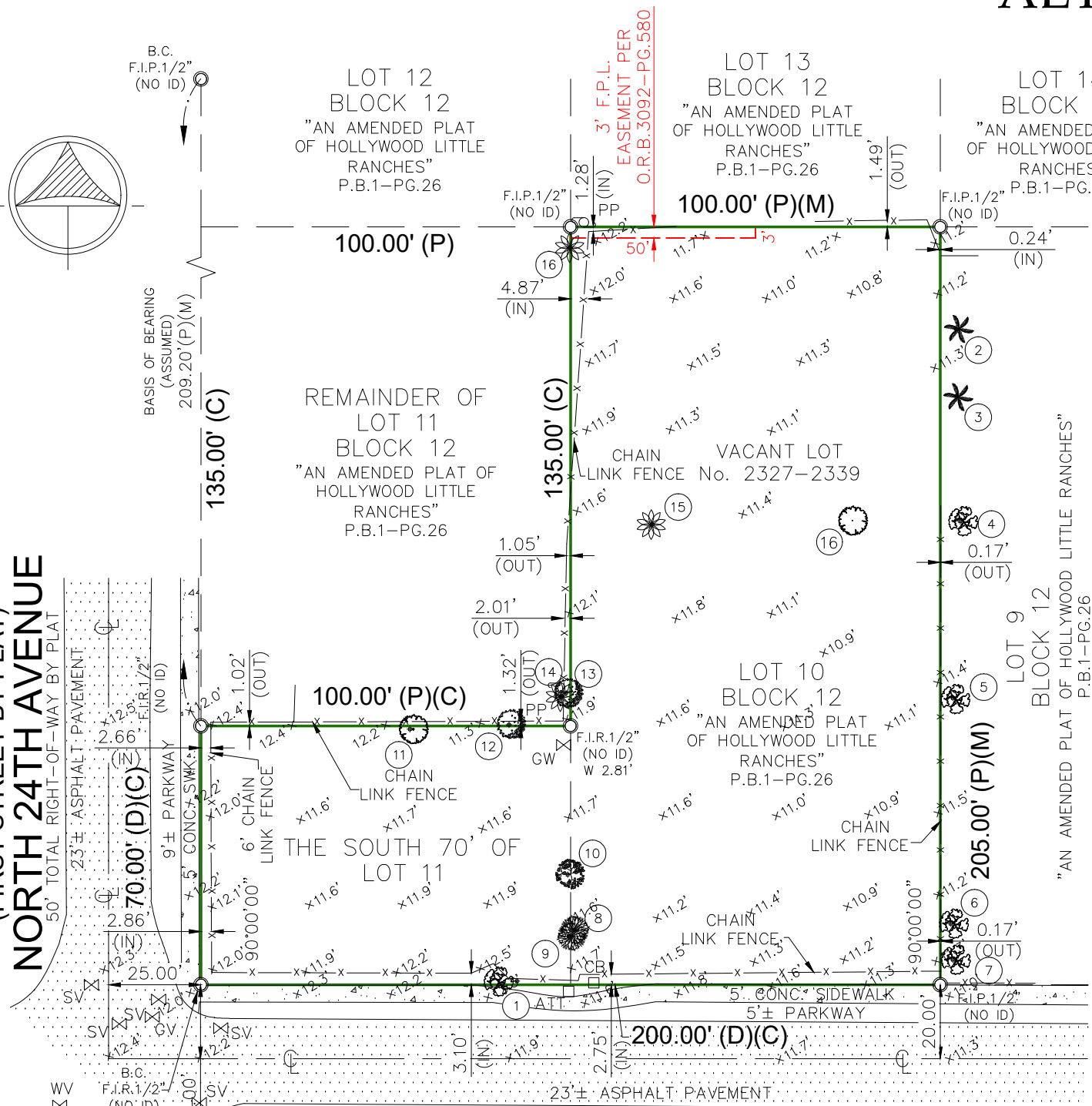
PROFESSIONAL SURVEYORS AND MAPPERS  
10665 SW 190TH STREET SUITE 3110  
MIAMI, FLORIDA 33157

L.B. No. 7989

## ALTA/NSPS SURVEY

Original Date:	Field date:	Revision Date:	Drawn by:	Job No.
09/24/2024	09/24/2024	10/07/2024	L.T	B-146357

(FIRST STREET BY PLAT)  
NORTH 24TH AVENUE



## LINCOLN STREET

40' TOTAL RIGHT-OF-WAY BY PLAT

### TREE TABULATION

No.	NAME	TRUNK (Diameter)	CANOPY (Diameter)	HEIGHT
1	OAK	2.30'	30'	35'
2	COCONUT	0.80'	12'	35'
3	COCONUT	0.85'	20'	40'
4	OAK	1.20'	12'	35'
5	OAK	1.10'	12'	25'
6	OAK	2.00'	18'	30'
7	OAK	0.70'	15'	28'
8	TREE	0.30'	15'	20'
9	TREE	0.50'	20'	20'

### TREE TABULATION

No.	NAME	TRUNK (Diameter)	CANOPY (Diameter)	HEIGHT
10	FICUS	1.20'	18'	22'
11	OAK TREE	2.00'	25'	35'
12	FICUS TREE	1.00'	20'	30'
13	FICUS TREE	0.70'	20'	30'
14	PALM TREE	2.00'	15'	25'
15	PALM TREE	0.80'	15'	35'
16	PALM TREE	1.00'	12'	30'
17	TREE WITH NO ID	4.00'	30'	40'

**OWNER**

MAXIMILIANO INGERFLOM

ALTO DEVELOPMENTS, LLC  
 PHONE: +1(786)-832-2252  
 MAX@ALTO-DEVELOPMENTS.COM  
 2719 HOLLYWOOD BLVD.  
 HOLLYWOOD, FL 33020

**ARCHITECT**

JOSEPH KALLER

AA#26001212  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020  
 954.920.5746  
 joseph@kallerarchitects.com  
 www.kallerarchitects.com

# FEE SIMPLE TOWNHOMES

2327-2339 LINCOLN STREET HOLLYWOOD, FL 33020



**VIEWING NORTH  
 (FROM LINCOLN STREET)**

<b>PROPERTY ADDRESS</b>	
2327-2339 LINCOLN ST HOLLYWOOD, FL 33020	
<b>FOLIO</b>	
514216014540	
<b>LEGAL DESCRIPTION</b>	
HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 & S 70 OF LOT 11, BLK 12	
<b>CITY OF HOLLYWOOD FILE #</b>	
24-0P-90	

<b>CITY OF HOLLYWOOD MEETING DATES</b>	
PRE APPLICATION CONCEPTUAL OVERVIEW	OCTOBER 21, 2024
PRELIMINARY TECHNICAL ADVISORY COMMITTEE	NOVEMBER 18TH, 2024
FINAL TECHNICAL ADVISORY COMMITTEE	TBD

<b>BUILDING INTENSITY</b>	ALLOWED	PROVIDED
LOT COVERAGE	N/A	N/A
FAR	1.75 (47,950 SF)	1.06(29,274 SF)
A/C AREA:	N/A	N/A
BUILDING FOOT PRINT	N/A	10,019 SF (TERRACE NOT INCLUDED)
PROPOSED NO. OF UNITS:	UNLIMITED	15 TOWNHOMES
NUMBER OF FLOORS	N/A	(SEE UNIT TYPE)
BUILDING HEIGHT	45 FEET	32 FEET

<b>SITE INFORMATION</b>	EXISTING	PROPOSED
ZONING:	(RAC) DH-2	N/A
SUB-DISTRICT:	N/A	N/A
BUILDING USE:	VACANT	TOWNHOME DEVELOPMENT
LAND USE DESIGNATION:	RESIDENTIAL	RESIDENTIAL
COUNTY USE DESIGNATION:	RESIDENTIAL	N/A
NET LOT AREA:	27,400 SQFT- 0.63 ACRES	N/A
BASE FLOOD ZONE :	X	
100 YEAR FLOOD ELEVATION:	12.00'	VARIES BY UNIT
OPEN SPACE :	5,480 SF (20%)	6,571 SF (24%)
VEHICULAR USE AREA (VUA):	1,377.5 SF (5%)	3,117 SF (57%)

<b>SETBACKS:</b>	REQUIRED	PROVIDED
ALLOWABLE BALCONY ENCROACHMENT (75%)		
ALLOWABLE ELEVATOR ENCROACHMENT (25%)		
ALLOWABLE STAIR ENCROACHMENT @ FRONT (-%)		
(a) FRONTAGE (LINCOLN) (SOUTH)	15'-0"	15'-0"
(b) FRONTAGE (N. 24TH AVE)	15'-0"	15'-0"
(c) SIDE INTERIOR (EAST)	10'-0"	10'-0"
(d) SIDE INTERIOR (WEST)	10'-0"	10'-0"
(e) REAR (NORTH)	20'-0"	57'-6"

<b>UNIT TYPE:</b>	PROVIDED
TOWNHOME TYPE A - THREE STORY (4 BED/3 BATH)	2
TOWNHOME TYPE B - TWO STORY (3 BED/2.5 BATH)	3
TOWNHOME TYPE C - TWO STORY (4 BED/3.5 BATH)	1
TOWNHOME TYPE D- THREE STORY ( 4 BED/3.5 BATH)	9
<b>TOTAL</b>	= 15 UNITS

<b>GROSS FLOOR AREA:</b>	PROVIDED
FIRST FLOOR	10,571 SF
SECOND FLOOR	11,119 SF
THIRD FLOOR	7,584 SF
<b>TOTAL</b>	= 29,274 SF

<b>PARKING CALCULATION:</b>	REQUIRED	PROVIDED
MIN REQ. PER UNIT (2) PARKING SPACE PER TOWNHOME		
UNITS (15)	30	30
GUEST	2	2
HANDICAPPED SPACE	1	1
<b>TOTAL</b>	= 32 SPACES	= 33 SPACES

<b>APPLICABLE CODES:</b>		
PLANS ARE DESIGNED IN COMPLIANCE WITH THE FOLLOWING CODE REFERENCES:		
BUILDING:	FLORIDA BUILDING CODE RESIDENTIAL	2023, 8TH EDITION
MECHANICAL:	FLORIDA BUILDING CODE MECHANICAL	2023, 8TH EDITION
ELECTRICAL:	NFPA 70 (NEC)	2020 EDITION
PLUMBING:	FLORIDA BUILDING CODE PLUMBING	2023, 8TH EDITION
LIFE SAFETY:	NFPA 101	2021 EDITION
FFPC:	FLORIDA FIRE PREVENTION CODE	8TH EDITION
FIRE CODE:	NFPA 1	2021 EDITION
ACCESSIBILITY:	FLORIDA BUILDING CODE ACCESSIBILITY	2023, 8TH EDITION

Note: Submitted plans are in compliance with Classification of Hazard of Content per NFPA 101

**Kaller Architecture**  
 2417 Hollywood Blvd.  
 Hollywood Florida 33020

<b>PROPERTY ADDRESS</b>		
2327-2339 LINCOLN ST HOLLYWOOD, FL 33020		
<b>FOLIO</b>		
514216014540		
<b>LEGAL DESCRIPTION</b>		
HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 & S 70 OF LOT 11, BLK 12		
<b>CITY OF HOLLYWOOD FILE #</b>		
24-09-90		
<b>SITE INFORMATION</b>		
<b>EXISTING</b>	<b>PROPOSED</b>	
ZONING: (RAC) DH-2	N/A	N/A
SUB-DISTRICT: N/A	N/A	TOWNHOME DEVELOPMENT
BUILDING USE: VACANT	N/A	RESIDENTIAL
LAND USE DESIGNATION: RESIDENTIAL	N/A	RESIDENTIAL
COUNTY USE DESIGNATION: RESIDENTIAL	N/A	RESIDENTIAL
NET LOT AREA: 27,400 SQFT- 0.63 ACRES	N/A	N/A
FLOOD ZONE: ZONE X		
OPEN SPACE: 5,480 SF (20%)	6,571 SF (24%)	
VEHICULAR USE AREA (VUA): 1,377.5 SF (5%)	3,117 SF (6%)	

<b>UNIT TYPE:</b>		
PROVIDED		
TOWNHOME TYPE A - THREE STORY (4 BED/3 BATH)		2
TOWNHOME TYPE B - TWO STORY (3 BED/2.5 BATH)		3
TOWNHOME TYPE C - TWO STORY (4 BED/3.5 BATH)		1
TOWNHOME TYPE D - THREE STORY (4 BED/3.5 BATH)		9
<b>TOTAL</b>		<b>= 15 UNITS</b>

<b>PARKING CALCULATION:</b>		
<b>REQUIRED</b>	<b>PROVIDED</b>	
MIN REQ. PER UNIT (2) PARKING SPACE PER TOWNHOME		
UNITS (15)	30	30
GUEST	2	2
HANDICAPPED SPACE	1	1
<b>TOTAL</b>	<b>= 32 SPACES</b>	<b>= 33 SPACES</b>

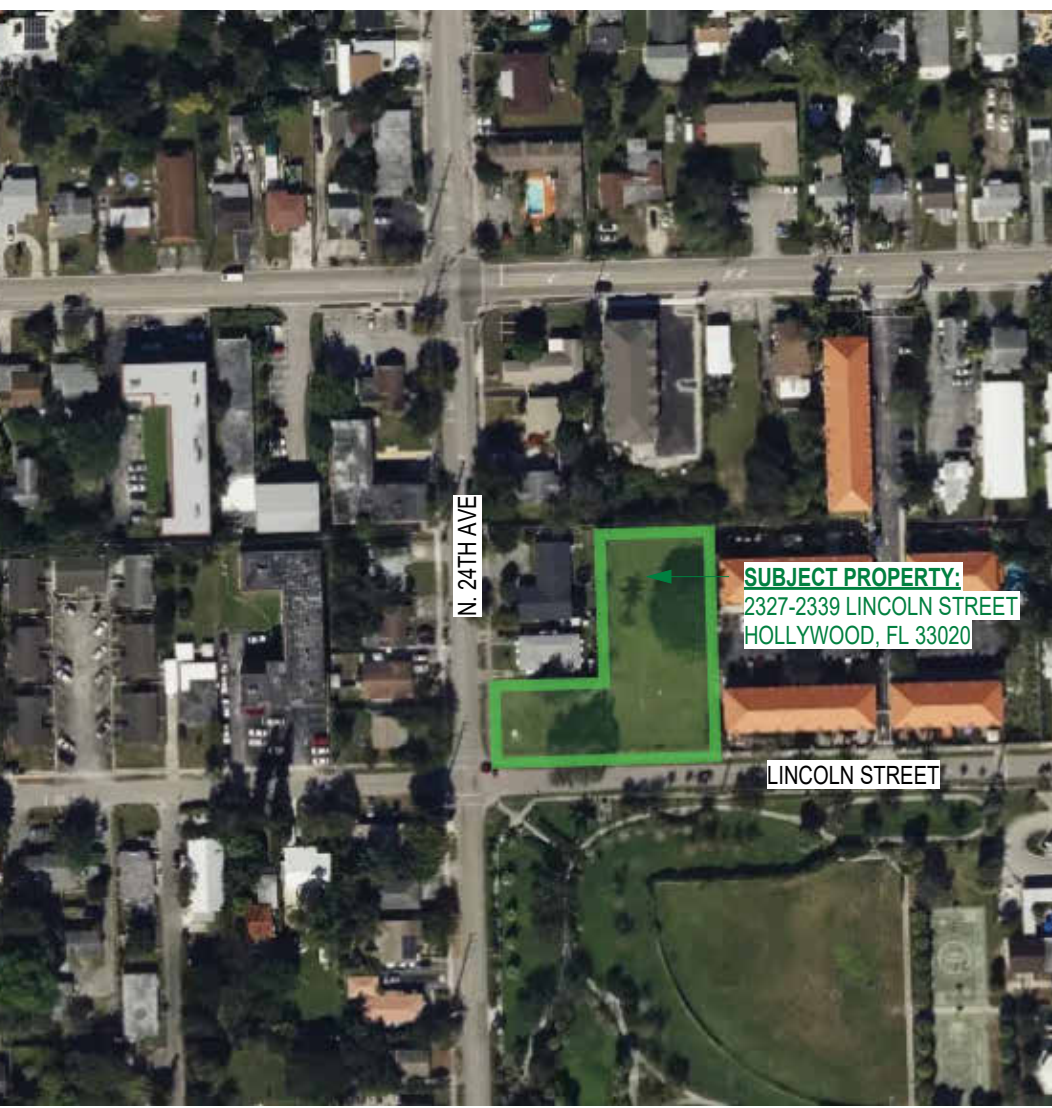
<b>BUILDING INTENSITY</b>		
<b>ALLOWED</b>	<b>PROVIDED</b>	
LOT COVERAGE: N/A	N/A	
FAR: 1.75 (47,950 SF)	1.08(29,274 SF)	
A/C AREA: N/A	10,019 SF (TERRACE NOT INCLUDED)	
BUILDING FOOT PRINT: N/A		
PROPOSED NO. OF UNITS: UNLIMITED	15 TOWNHOMES	
NUMBER OF FLOORS: N/A	(SEE UNIT TYPE)	
BUILDING HEIGHT: 45 FEET	33 FEET	

<b>SETBACKS:</b>		
<b>REQUIRED</b>	<b>PROVIDED</b>	
ALLOWABLE BALCONY ENCROACHMENT (75%)		
ALLOWABLE ELEVATOR ENCROACHMENT (25%)		
ALLOWABLE STAIR ENCROACHMENT @ FRONT (-3%)		
(a) FRONTAGE (LINCOLN) (SOUTH)	15'-0"	15'-0"
(b) FRONTAGE (N. 24TH AVE)	15'-0"	15'-0"
(c) SIDE INTERIOR (WEST)	10'-0"	10'-0"
(d) SIDE INTERIOR (EAST)	10'-0"	10'-0"
(e) REAR (NORTH)	20'-0"	57'-6"

<b>GROSS FLOOR AREA:</b>		
<b>PROVIDED</b>		
FIRST FLOOR	10,571 SF	
SECOND FLOOR	11,119 SF	
THIRD FLOOR	7,584 SF	
<b>TOTAL</b>	<b>= 29,274 SF</b>	

- SITE PLAN NOTES:**
- ALL CHANGES TO THE DESIGN WILL REQUIRE PLANNING REVIEW AND MAY BE SUBJECT TO BOARD APPROVAL.
  - ALL SIGNAGE SHALL COMPLY WITH THE ZONING AND LAND DEVELOPMENT REGULATIONS.
  - FULL ROAD WIDTH PAVEMENT MILL AND RESURFACING WILL BE REQUIRED FOR ALL STREETS/ROADWAY ADJACENT TO THE PROJECT SITE.
  - ANY LIP 1/4" BUT NOT GREATER THAN 1/2" WILL BE BEVELLED TO MEET ADA REQUIREMENTS AS A SEPARATE PERMIT.
  - ALL SIGNAGE TO BE SUBMITTED AS A SEPARATE PERMIT.
  - ALL SIGNS, WHICH ARE ELECTRICALLY ILLUMINATED BY NEON OR OTHER MEANS, SHALL REQUIRE A SEPARATE ELECTRICAL PERMIT AND INSPECTION. SEPARATE PERMITS ARE REQUIRED FOR EACH SIGN.
  - MAXIMUM FOOT CANDLE LEVEL AT ALL PROPERTY LINES MAXIMUM 0.5 IF ADJACENT TO RESIDENTIAL.
  - TRASH BINS TO BE STORED AT THE EACH TOWNHOME AND PICKED UP AT EACH TOWNHOME.
  - THIS PROPERTY WILL BE PROTECTED BY A SUPERVISED, AUTOMATIC FIRE SPRINKLER SYSTEM

**SITE MAP**



1 PROPOSED SITE PLAN  
3/32" = 1'-0"



**Kaller Architecture**  
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joseph@kallerarchitects.com  
www.kallerarchitects.com

SEAL  
  
JOSEPH B. KALLER  
FLORIDA R.A. #0009239

**PROJECT TITLE**  
**FEE SIMPLE TOWNHOMES**  
2327-2339 LINCOLN STREET HOLLYWOOD,  
FL 33020

**SHEET TITLE**  
**SITE PLAN**

REVISIONS		
No.	Description	Date

PROJECT No.: 23-056  
DATE: 12/2/22  
DRAWN BY: MF  
CHECKED BY: JBK

SHEET

**A-01**

<b>PROPERTY ADDRESS</b>		
2327-2339 LINCOLN ST HOLLYWOOD, FL 33020		
<b>FOLIO</b>		
514216014540		
<b>LEGAL DESCRIPTION</b>		
HOLLYWOOD LITTLE RANCHES 1-26 B LOT 10 & S 70 OF LOT 11, BLK 12		
<b>CITY OF HOLLYWOOD FILE #</b>		
24-DP-90		
<b>SITE INFORMATION</b>		
<b>EXISTING</b>	<b>PROPOSED</b>	
ZONING:	(RAC) DH-2	N/A
SUB-DISTRICT:	N/A	N/A
BUILDING USE:	VACANT	TOWNHOME DEVELOPMENT
LAND USE DESIGNATION:	RESIDENTIAL	RESIDENTIAL
COUNTY USE DESIGNATION:	RESIDENTIAL	N/A
NET LOT AREA:	27,400 SQFT - 0.63 ACRES	N/A
FLOOD ZONE:	ZONE: X	
OPEN SPACE:	5,480 SF (20%)	6,571 SF (24%)
VEHICULAR USE AREA (VUA):	1,377.5 SF (5%)	3,117 SF (57%)

<b>UNIT TYPE:</b>		<b>PROVIDED</b>
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<b>TOTAL</b>		<b>= 15 UNITS</b>

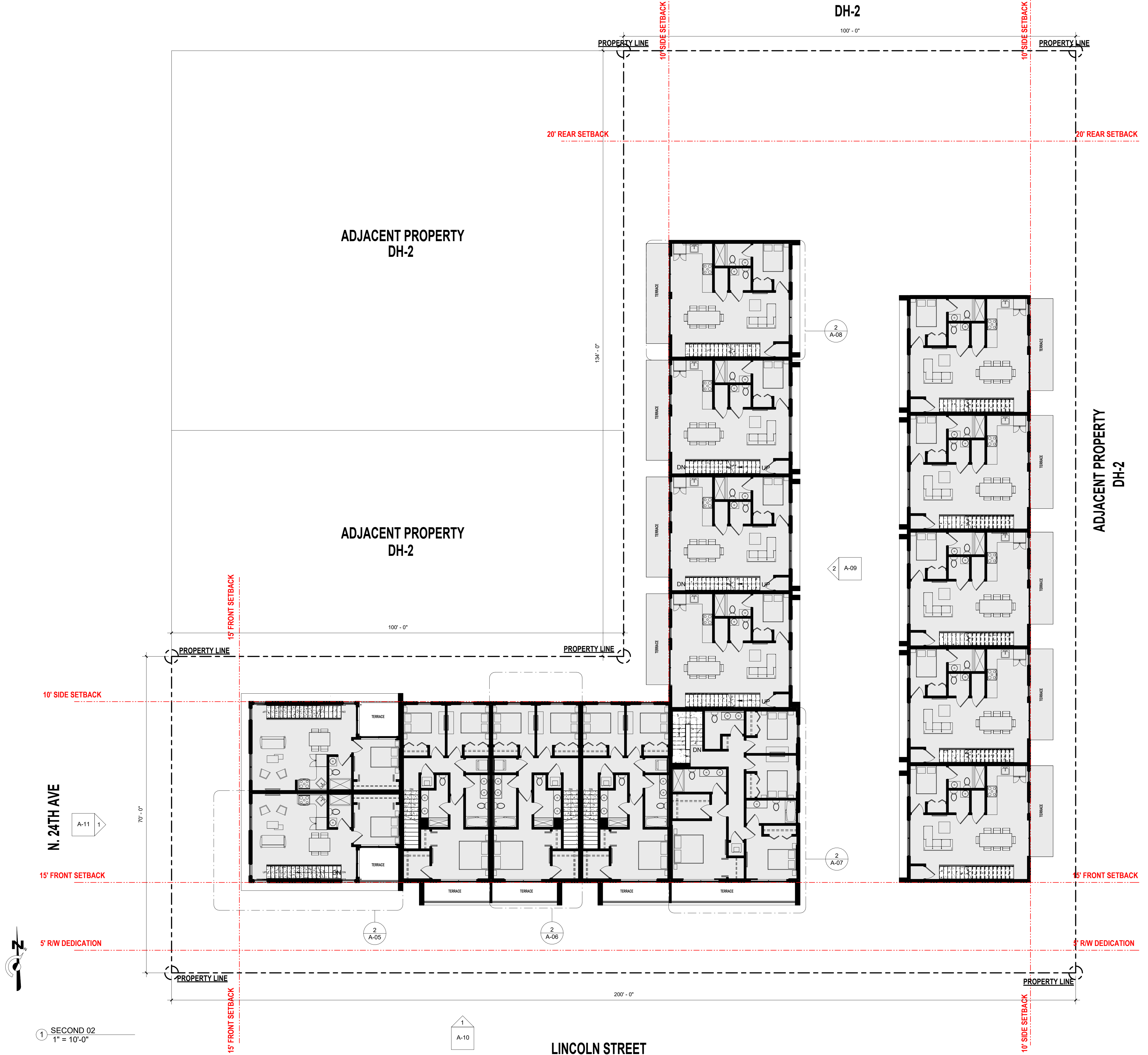
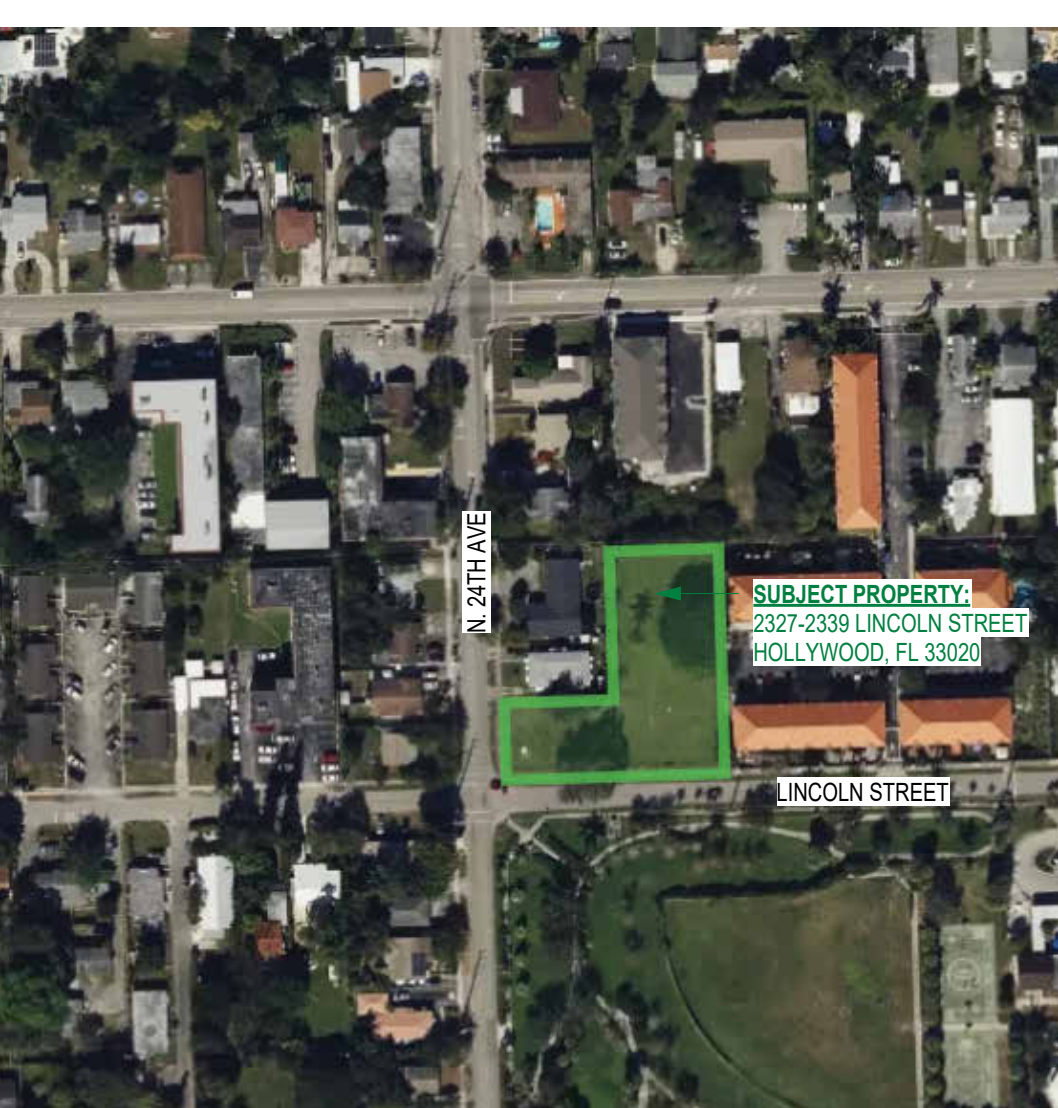
<b>PARKING CALCULATION:</b>		
<b>REQUIRED</b>	<b>PROVIDED</b>	
MIN REQ. PER UNIT (2) PARKING SPACE PER TOWNHOME		
UNITS (15)	30	30
GUEST	2	2
HANDICAPPED SPACE	1	1
<b>TOTAL</b>	<b>= 32 SPACES</b>	<b>= 33 SPACES</b>

<b>BUILDING INTENSITY</b>		
<b>ALLOWED</b>	<b>PROVIDED</b>	
LOT COVERAGE	N/A	N/A
FAR:	1.75 (47,950 SF)	1.06(29,274 SF)
A/C AREA:	N/A	
BUILDING FOOT PRINT	N/A	10,019 SF (TERRACE NOT INCLUDED)
PROPOSED NO. OF UNITS:	UNLIMITED	15 TOWNHOMES
NUMBER OF FLOORS	N/A	(SEE UNIT TYPE)
BUILDING HEIGHT	45 FEET	33 FEET

<b>SETBACKS:</b>		
<b>REQUIRED</b>	<b>PROVIDED</b>	
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ALLOWABLE ELEVATOR ENCRoACHMENT (25%)		
ALLOWABLE STAIR ENCRoACHMENT @ FRONT (-%)		
(a) FRONTAGE (LINCOLN) (SOUTH)	15'-0"	15'-0"
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(c) SIDE INTERIOR (EAST)	10'-0"	10'-0"
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<b>GROSS FLOOR AREA:</b>		<b>PROVIDED</b>
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<b>TOTAL</b>		<b>= 29,274 SF</b>

- SITE PLAN NOTES:**
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  - ALL SIGNS, WHICH ARE ELECTRICALLY ILLUMINATED BY NEON OR OTHER MEANS, SHALL REQUIRE A SEPERATE ELECTRICAL PERMIT AND INSPECTION. SEPERATE PERMITS ARE REQUIRED FOR EACH SIGN.
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  - TRASH BINS TO BE STORED AT THE EACH TOWNHOME AND PICKED UP AT EACH TOWNHOME.
  - THIS PROPERTY WILL BE PROTECTED BY A SUPERVISED, AUTOMATIC FIRE SPRINKLER SYSTEM



1 SECOND 02  
1" = 10'-0"



**Kaller Architecture**  
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 2417 Hollywood Blvd.  
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 joseph@kallerarchitects.com  
 www.kallerarchitects.com

SEAL  
 JOSEPH B. KALLER  
 FLORIDA R.A. #0009239

**PROJECT TITLE**  
**FEE SIMPLE TOWNHOMES**  
 2327-2339 LINCOLN STREET HOLLYWOOD,  
 FL 33020

**SHEET TITLE**  
**SECOND FLOOR**

REVISIONS		
No.	Description	Date

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be reproduced, published or used in any way without the permission of the Architect.

PROJECT No.: 23-056  
 DATE: 12/2/22  
 DRAWN BY: MF  
 CHECKED BY: JBK

SHEET  
**A-03**





