

Property & Building Improvements Application

Northwest-Progresso-Flagler Heights CRA
Application for Economic Development Incentives
Property and Business Improvement Program

SECTION 2

The following sections of the application are to be completed by the **APPLICANT**.

Additional sheets may be attached if the information cannot fit into the space provided.

APPLICANT INFORMATION

Applicant Name	Thomas Moody		Street Address	725 Progresso Dr	
			Mailing address	1939 Tyler St	
Name of Business that Owns Property	1943 Tyler LLC		City /State/Zip	Hollywood FL 33020	
Contact Person	Tom Moody				
Title	President MOODY Insurance Group		Phone Ext	954-266-7700	
Email Address	mtmoody@gmail.com		Company website	www.MIGFL.com	
Fax	954-975-9821		Alt Phone	954-600-7667	
# of years in business	20+				
Tax Status of Business (check all that apply)	<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation (Designation) <input type="checkbox"/> Partnership		Legal Status of Business:	<input checked="" type="checkbox"/> For Profit <input type="checkbox"/> Not-for-profit (Designation) <input type="checkbox"/> Other _____	
How long has the applicant owned the property?	Since January 2015		Is the property currently vacant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Level of experience applicant or development partner has developing comparable projects successfully	SEE ATTACHED				
Has a tenant or lease agreement been secured by the building owner?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No OWNER OCCUPIED				

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SECTION 3			
FINANCIAL NEED			
Provide the total project capital investment	\$ 1,259,080 ACQUISITION \$565,000 RENOVATION \$694,080		
Amount of public funds requested	\$ 100,000	Amount financed by applicant	\$ 1,124,080
Statement explaining need for public funds	SEE ATTACHED		
Provide a financial analysis that supports the viability of the project, including details explaining how the project will be funded completely (i.e. bank loan, private equity, city incentive, etc.)	SEE ATTACHED		

SECTION 4			
OVERVIEW OF PROJECT			
Physical address of proposed project		Parcel ID #	
Is the property located on a public transportation route?	<input type="checkbox"/> Yes <input type="checkbox"/> No	494234071470	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have a letter of support for the project from the local civic association or business association?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No PROGRESSO VILLAGE		
Estimated start date and completion date if grant is awarded	Start Date: 11/2015 Completion Date: 6/2016		

SECTION 5 (Limit response to 500 words)	
PROJECT DETAILS	
1. Provide a brief description of the project, intended use of the development, square footage	
2. Is proposed project consistent with relevant design plans approved by City Commission? If so please explain. a. NPF CRA Redevelopment Plan b. Downtown Master Plan c. NPF CRA Implementation Plan d. NPF CRA 5-Year Spending Program	YES (SEE ATTACHED)

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3. Describe sustainable development practices which will be utilized in considering the environment during construction/deconstruction	SEE ATTACHED
4. Describe any of the following items that may be provided (in kind only): Enhancement to parks, plazas, greenways, parking, street activity or accommodations for pedestrian amenities such as bike racks, transit shelters, etc.	SEE ATTACHED

FOR INTERNAL USE ONLY			
Project Location	NE 6 th Street/Sistrunk Boulevard <input checked="" type="checkbox"/> NPF CRA Boundary	Date Application Complete:	10/12/15
Date Application Received:	4/20/16		
Reviewed By:	Bob Woyak	Date:	4/26/16
Approved By:	Bob Woyak	Date:	10/12/15

I certify to the Fort Lauderdale Community Redevelopment Agency that ALL of the information contained in this application is true and correct to the best of my knowledge. I agree to supplement this application with such additional information as may be requested in order to provide the most accurate and complete picture of my company and the timing of the project for which I am seeking incentive funding. I acknowledge the requested incentives constitute a bonafide inducement for my company to undertake this project, without which inducements my company would be less likely to pursue this project.

Please submit 1 signed original and 7 copies of the application and all attachments

<u>Tom Moody</u>	<u>President</u>
Print Name	Title
<u>[Signature]</u>	<u>4/3/2015</u>
Signature	Date

Appendix A

1943 Tyler Street LLC

1) Moody Insurance Group is a full service independent insurance agency representing over 100 various insurance markets to service the personal, business, marine & aviation insurance needs of its customers throughout the South Eastern United States. MIG is licensed to do business in FL, GA, SC, NC, TN, AL & Virginia.

The company was founded by its president Tom Moody in 1992 just months before Hurricane Andrew drastically changed the insurance business in Florida and other coastal areas. Moody Insurance Group not only survived the devastation of Hurricane Andrew it has continued to grow and diversify from 1992 to the present. After spending the last twenty plus years in downtown Hollywood Fl. MIG is excited about relocating our home office and 15 employees to our new downtown Fort Lauderdale location at 725 Progressive Drive.

2) MIG is 100% owned by its founder and President Tom Moody, who has 23 years of experience in the operation of Property & Casualty focused insurance agencies. In addition to Mr. Moody, Mrs. Janice Fisher, is the Operations and CRM manager. Mrs. Fisher joined MIG in 2009 and brings 28 years of insurance experience to the agency. The Personal lines department is headed up by Ms. Hillary Kern with 20 experience in the industry. The Marine division is led by Mrs. Missy Clutter, who owned and operated her own agency for 15 years. Our head commercial producer Curt Warnke, has worked with MIG for 9 years, is well versed in commercial coverages and is a major source for new commercial accounts. Our remaining crew of licensed agents, marketing representatives and administrative associates provide the business with a solid work force capable of maintaining a stable environment while growing our existing account base.

3) In the last twenty years Tom Moody has renovated/remolded six previous office locations that were either originally intended for a different use or were completely run down and abandoned.

Since 2000 Tom Moody has operated a parallel development business with his partner John Speros, under the name Speros Moody Ventures. SMV has developed and operated over 300,000 sq. ft. of climate controlled self-storage space in Georgia and Florida including the 100,000 sq ft facility located at 1217 SW 1st Ave. Ft Lauderdale.

Mr. Moody intends to utilize his background in commercial development to rehabilitate the existing single story structure at 725 Progresso Dr and add new architectural elements that will enhance the neighborhood. (see attached renderings)

4) 1943 Tyler LLC, is a sole purpose LLC for the ownership of the real estate Moody Insurance Group occupies. The redevelopment of 725 Progressive Drive therefore is insulated from the uncertainty of market fluctuation and tenant vacancies. Moody Insurance Group is a well-established 23 year old business with a residual income base that provides exceptional security for this project. When the renovations are completed in the fourth quarter of 2015, Moody Insurance Group will relocate its current 15 employees to 725 Progressive Drive and will use the new larger space for future expansion of the business.

5) As mentioned in item 4 this project has the benefit of mitigating the majority of the risk due to the owner/occupant structure. The project will not be vulnerable to the carry cost and vacancy rate associated with speculative development. The tenant Moody Insurance Group, is a well-established twenty year plus business that will not be subject to the uncertainties associated with a new start up.

6) 725 Progressive Drive was originally built in 1955 as a Right Way Cleaners providing dry cleaning services to the community. In 1995 the property was purchased by Larry Clements, an art broker and entrepreneur who established a friendship with Miami artist Purvis Young. Mr. Young began to spend more time in Ft. Lauderdale living and working for days at a time on site. At some point Mr. Young painted a mural on the east side of the building. Although other murals and works of Mr. Young exist in Miami this is the only such large work of his in Ft. Lauderdale. After leaving of Purvis Young's recognition in the art world we have decided to restore protect and incorporate his original mural as part of the finished project adding a unique and very special feature to this project. The preservation of Mr. Young's work will allow it to be enjoyed for years to come by pedestrians, motorists and passengers of the new train system.

It is our intention to create a retro look for the building facade that is in keeping with the art deco era in which it was constructed (see attached renderings). The existing 5200 sq ft structure will become much more inviting to the public with store front glass and perimeter windows versus existing block walls. Moody Insurance Group already has a considerable customer base in the downtown Ft. Lauderdale area and the office visits will add commerce and activity to the up and coming Progressive corridor

Section 3

Statement explaining need for public funds.

The improvements located at 725 Progresso Drive were originally constructed in 1955, as Right Way Cleaners, and operated as a dry cleaners into the late 1980's. As with many similar facilities; some of the chemicals used in the business contributed to environmental conditions that make traditional financing difficult to obtain. After carefully reviewing the characteristics of this property the following was determined: (1) the chemical traces have greatly diminished, (2) the parcel is part of the Florida Dry Cleaning Solvent Cleanup Program, and (3) the future of this section of Ft Lauderdale seems promising. Although the existing structure is useable in its current configuration, a public private partnership through the CRA can provide additional funding that will facilitate a more extensive renovation of the property. These assistance programs offered by the CRA will help to mitigate some of the inherent risk of being part of the 1st wave of redevelopment for the NFP corridor.

1943 Tyler LLC
721-725 Progresso Drive
Ft. Lauderdale, FL 33334
Tel 954-266-7700
Fax 954-475-9821

March 31, 2015

Owner/Developer: 1943 Tyler LLC / Tom Moody
Project Name: Moody Insurance Group Headquarters
Contact: Thomas Moody
Development: 5200 SF +/- Retail/Office

Item	Amount	Source
Acquisition Land/Building (January 2015)	\$ 565,000.00	Cash/Owner Equity
Est. Renovation Costs (Building)	\$ 526,495.00	Owner/Lender/CRA
Est. Renovation Costs (Site)	\$ 167,585.00	Owner/Lender/CRA
Project Valuation	\$ 1,259,080.00	
Source of Funds	\$ 159,080.00	Cash/Owner Equity
	\$ 400,000.00	1st Mortgage Lender
	\$ 135,000.00	Public Funds
	\$ 565,000.00	Owner Investment at Closing
Total Funds	\$ 1,259,080.00	



1939 Tyler Street, Hollywood, Florida 33020

Phone (954) 266-7700 * Fax (954) 475-9821

September 10, 2015

Dear Mr. Crush,

Please accept this correspondence as a reply to the following action items generated by Mr. Wojcik for 725 Progresso Drive.

1. Proximity to public transportation
2. Letter of support from local Civic Association
3. Update scheduled start and completion dates
4. Questions 4 & 5 of the application:
5. Sustainable construction and pedestrian benefits
6. Additional lenders
7. Landscape plan, site plan, parking
8. ROW scope of work

Response

1. The subject site located at 725 Progresso Drive is two buildings removed from Andrews Avenue to the East. The public bus route travels Andrews Avenue and the closet bus stop is approximately 200 yards from the site.
2. On Tuesday September 1, 2015, the owner met with Mr. Ron Centimore, the president of the Progresso Village Civic Association, for the purpose of reviewing the proposed project. Mr. Centimore was very receptive to the project and invited the owner to attend the next meeting of September 21st for the purpose of presenting the project to the overall membership. The owner is confident once the plans are shared a letter of support will be forth coming.
3. The original goal was to have the office operational by 1/1/2016. Circumstances have impacted the original schedule causing the completion date to move forward to 2/1/2016. Currently, a demolition permit is underway which will allow some progress to begin in September while the CRA applications run their course.
4. Tom Moody acquired the property located at 725 Progresso Drive which was originally developed as Right Way Dry Cleaners then later served as an art hub and studio for the acclaimed Miami artist Purvis Young. Currently the property is in a state of disrepair and in need of significant renovations. Mr. Moody has spent the last six months working with Architects, and contractors to assemble a plan which works with the original lines and character of the

structure and pays tribute to the only mural in Fort Lauderdale created by Mr. Purvis Young. Mr. Moody's design team have created a crisp, clean new look for the existing 5200 square foot warehouse which will include an open and inviting new glass store front entrance with an Art Deco style façade. The use of architectural railings and awnings will be functional and stylish as they obscure any necessary rooftop equipment and house accent lighting for the building and the refurbished Purvis Young mural. The interior office space will be built out to accommodate 20-25 employees with state of the art conference room, fully equipped galley area suitable for hosting events, new handicapped restrooms, energy efficient HVAC systems, impact rated windows and new energy efficient LED lighting. The exterior grounds will be completely transformed with new unbroken sidewalks along the 187 foot frontage on Progresso Drive with freshly striped and paved parking areas. A complete new landscape plan has been designed and will be installed in compliance with today's codes inclusive of a new irrigation system and lighting for night time curb appeal. We believe the transformation of this particular property in its highly visible location (both auto and rail traffic) will contribute to the future development of the Progresso Triangle.

5. The renovation to the existing structure proposed will have multiple sustainable construction elements that currently do not exist. These will include new, high efficient HVAC systems, increased insulation on the roof deck, new low consumption LED lighting for both the interior and exterior. Tinted hurricane rated glass will be installed in window openings and the new storefront/entrance. On the exterior a new landscape plan will take advantage of the native plants and will be code compliant.

The most obvious benefit to pedestrians from our renovation will be the removal and replacement of the broken and undulating sidewalk along the 190' of Progresso Drive.

Pedestrians will also enjoy and benefit from the recondition Purvis Young mural on the west side of the main entrance in addition to the newly constructed handicapped bathroom facilities.

6. Please see attached spreadsheet
7. Please see attached Landscape plan, site plan and parking
8. The scope of work in the city Right of Way area includes: Removal and replacement of approximately 200' of pedestrian sidewalks. Newly designed master Landscape plan inclusive of lighting and irrigation systems. Newly paved ingress/egress aprons along Progresso Drive.



505 NE 13 Street, Fort Lauderdale, FL 33306
Office 954-467-2888 * Fax 954-524-3799
www.Jimerico.com

Moody Office Building
721 Progresso Drive
Fort Lauderdale, FL 33311

BUILDING PROPOSAL

General Labor	\$16,000.00	
Supervision	\$30,000.00	
Project Engineer	\$10,000.00	
Misc. Small Tools & Supplies	\$1,000.00	
Dumpster/ Trash Haul	\$2,500.00	
Jobsite Office		Use Space
Rental Equipment	\$1,500.00	
Temporary Toilets	\$500.00	
Special Inspections / Testing	\$2,500.00	
Cleaning	\$2,500.00	
Jobsite Communication		NA
Storage Trailer		Use Space
Temporary Site Fencing	\$1,500.00	
Temporary Barricade	\$1,500.00	
Temporary Protections (Finish Floors . Counters)	\$1,000.00	
First Aid & Safety	\$420.00	
Permit and Acquisition Fees		By Owner
Misc. Expenses (Ice/Water)	\$300.00	
Blueprints	\$400.00	
Surveys	\$1,500.00	
Insurance	\$6,000.00	
Warranty Expense		NA
Payment & Performance Bond		NA
Estimating, Coordinating, Accounting	\$5,000.00	
Close-Out	\$5,000.00	
Demolition	\$5,000.00	
Concrete	\$5,000.00	
Masonry	\$10,000.00	
Structural Steel	\$3,500.00	
Miscellaneous Metals @ Railings		NA
Ornimental Metals		NA



505 NE 13 Street, Fort Lauderdale, FL 33306
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www.Jimerico.com

MOODY OFFICE BUILDING

PAGE 2

Rough Carpentry	\$6,500.00	
Finish Carpentry & Trim (Exterior)	\$10,000.00	
Milwork	\$2,500.00	Allowance
Roofing	\$45,000.00	
Insulation	\$6,000.00	
Waterproofing	\$5,000.00	
Doors Hardware	\$5,000.00	Allowance
Overhead Door	\$3,000.00	
Windows & Storefront	\$35,000.00	
Nana Wall		N/A
Exterior Stucco / EIFS	\$30,000.00	
Framing & Drywall	\$20,000.00	
Flooring	\$30,000.00	
Wall Finishes	\$15,000.00	
Accoustical Ceilings		N/A
Painting - Exterior	\$15,000.00	
Painting - Interior	\$15,000.00	
Specialties		N/A
Equipment		N/A
Special Construction		N/A
Conveying Systems		N/A
Fire Alarm	\$2,500.00	
Fire Sprinkler System		N/A
Plumbing	\$15,000.00	
Mechanical	\$28,000.00	
Electrical	\$15,000.00	
Signage (Pylon & Façade)	\$19,000.00	Allowance

SUBTOTAL	\$435,120.00
10% Overhead	\$43,512.00
10% Profit	\$47,863.20

TOTAL \$526,495.20

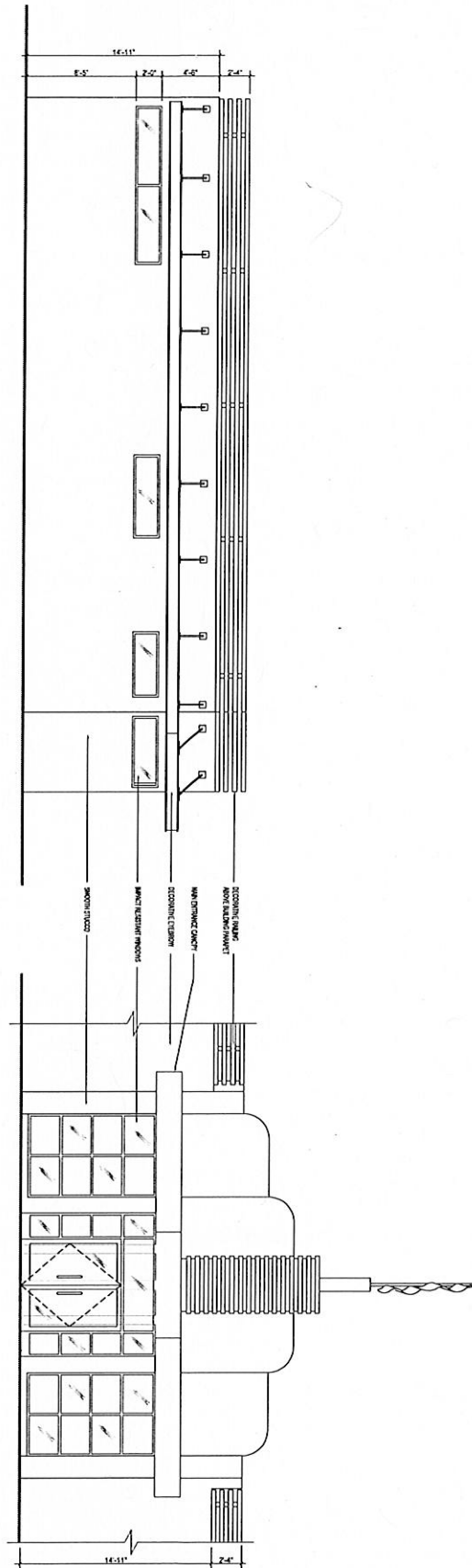


505 NE 13 Street, Fort Lauderdale, FL 33306 : 954.524.3799
Office 954-467-2888 * Fax 954-524-3799 F.352.435.0172
www.Jimerico.com No.CGC060145

Moody Office Building
721 Progresso Drive
Fort Lauderdale, FL 33311

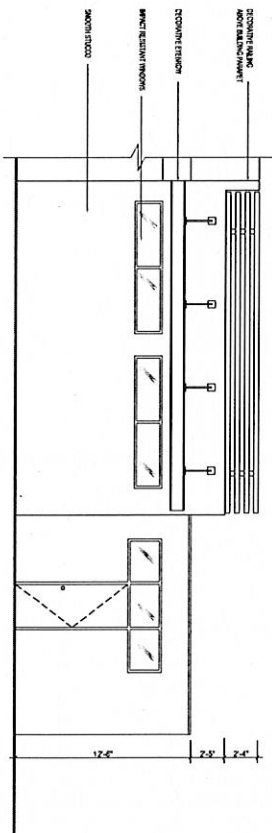
SITE PROPOSAL

Site Work	\$20,000.00
Demo side walks - public right away	\$3,500.00
Aprons - public right away	\$5,000.00
Side Walks - public right away	\$15,000.00
Paving & Striping	\$17,500.00
landscaping - public Right away	\$15,000.00
Landscaping property	\$20,000.00
irrigation - public right away	\$3,500.00
Irrigation - property	\$1,500.00
Site Lighting	\$25,000.00
Landscape Architect	\$7,500.00
Supervision	\$5,000.00
 SUBTOTAL	 \$138,500.00
10% Overhead	\$13,850.00
10% Profit	\$15,235.00
 TOTAL	 \$167,585.00

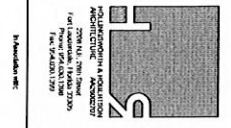


1 SOUTH ELEVATION
A-2.0 1/4"=1'-0"

1A MAIN ENTRANCE ELEVATION
A-2.0 1/4"=1'-0"



2 EAST ELEVATION
A-2.0 1/4"=1'-0"



Project Name:
MOODY INSURANCE HEADQUARTERS
PROFESSIONAL OFFICE RENOVATION

721 PROGRESSO DRIVE
FT. LAUDERDALE, FLORIDA 33304

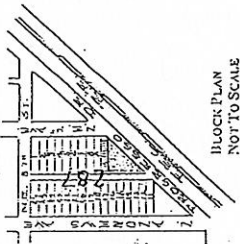
Drawn by	10/10/00
Checked by	10/10/00
Approved by	10/10/00
Scale	1/4"=1'-0"
Sheet	10/10/00
Project	10/10/00
Client	10/10/00
Architect	10/10/00
Engineer	10/10/00
Interior Designer	10/10/00
Structural Engineer	10/10/00
MEP Engineer	10/10/00
Other	10/10/00

South, Front & East Elevations
A-2.0

Telephone (954) 763-7611

Telocopier (934) 763.7615

RECORD LAND SURVEY



**BLOCK PLAN
NOT TO SCALE**

CERTIFICATE OF SURVEY

Lot 10, Block 287, and all of Block 287, lying South of Lot 10 and East of alley, **PROGRESSO**, according to the plat thereof recorded in Plat Book 2, Page 18, of the public records of Dade County, Florida.

CITY OF FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida this 6th day of March, 2002.

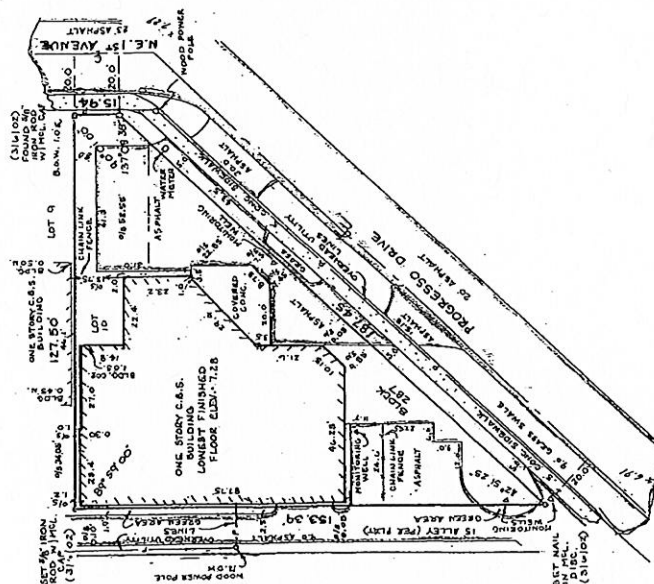
CERTIFIED TO: Larry T. Clemons;
Mastriana & Christiansen, P.A. and Chicago
Title Insurance Company this 6th day of
March, 2002.

McLAUGHLIN ENGINEERING CO.


Gerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"Not Valid Unless Sealed with an embossed Survivors Seal"

DRAWN BY DATE



• INDICATES MARKERS
SCALE: 1" = 30'

LEGEND:

[illegible]

- 1) Elevations shown refer to National Geodetic Vertical Datum (1929), and the indicated title: $^{+1.5'} \text{ Elev.} + 7.29$
- 2) References Benchmark N.W. 30th of the intersection of N.E. 1st Avenue & N.E. 6th Street (S.E. corner, Elev. +7.9)
- 3) This property lies Flooded Zone "A3" Elev. +7', per Flood Insurance Rate Map No. 12011C0216E of Community No. 125105, dated 8/1/82. Map indicated dated 10/2/97.
- 4) Underpinned improvements, if any, not located.
- 5) Legal description does not infer title or Ownership.
- 6) This property reflects all easements and right-of-way, as shown on above referenced record plat. This subject property was not abstracted for other easements, road reconstructions or rights-of-way of record by McLaughlin Engineering Co.

FIELD BOOK NO. 233-50, PRINT 10 217-30
T. 6260

210-1-80

48 HOURS BEFORE DIGGING
BROADWAY • PALLY BEACH • INDIAN PRICES •
ST. LOUIS • MARTIN COUNTY
CALL TOLL FREE
1-800-432-4770
FOR UNDERGROUND UTILITIES
NOTIFICATION AND LOCATION



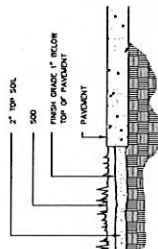
1. LANDSCAPE:

ELABORATION AND EMOTIONAL INTENSITY

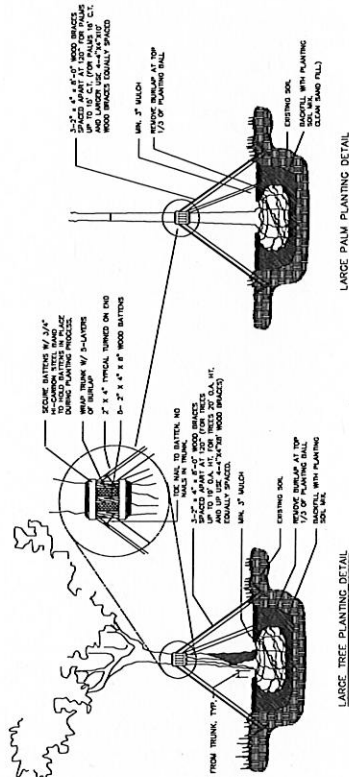
- [illegible]

ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER ACCORDING TO GRASSES AND STANDARDS FOR NURSERY PLANTS. ALL TREES THAT ARE DESIGNATED AS SINGLE-TRUNK TREES SHALL HAVE A SINGLE, DOMINANT BRANCHING AND EVEN DISTRIBUTION OF THEIR BRANCHES AND A RELATIVELY STRAIGHT TRUNK. TREES THAT ARE DESIGNATED AS CO-DOMINANT TREES SHALL HAVE AT LEAST THREE TRUNKS WITH EQUAL CALIPERS ORIGINATING AT THE BASE OF THE TRUNKS, AND WITH ANGLES NO LESS THAN 45 DEGREES. TREES WITH TRUNKS WITH BARK INCLUSIONS AND CO-DOMINANT TRUNKS AT ANY HEIGHTS WILL NOT BE ACCEPTED. TREES WITH CIRCLING ROOTS WILL BE CONSIDERED QUALLY AND THEREFORE REJECTED.

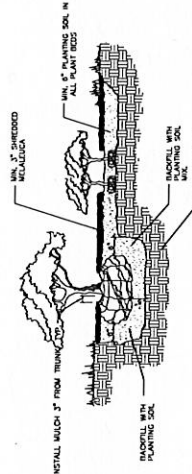
ALL SYNTHETIC MATERIAL, SYNTHETIC STRING OR CORDS SHALL BE REMOVED BEFORE ANY TREES ARE PLANTED. WHITE BASKETS SHALL BE CUT BEFORE THE TREES ARE INSTALLED.

[illegible]

1998



W



SHS

48 HOURS BEFORE DIGGING
INFORMATION • PAULI BEACH • MOORE PARK •
S.T. LUGO • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
FOR UNDERGROUND UTILITIES

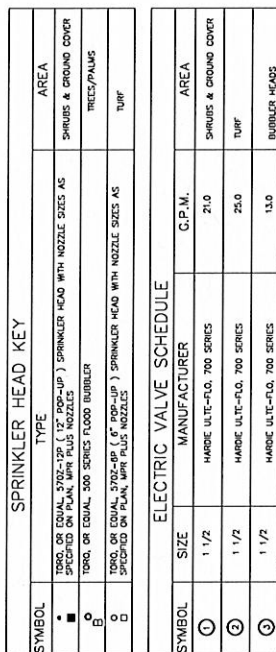
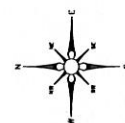
LANDSCAPE DETAILS & SPECIFICATIONS

PROJECT:
MOODY BLDG.
725 PROGRESSO DR.
FORT LAUDERDALE, FLA. 33304

SHEET NO. L-2
OF 2

MICHAEL FAY: LANDSCAPE ARCHITECT
REG.# 540
420 N.W. 7th ST., DELRAY BCH., FL., 33444
PH. 561-306-4003

DATE	4-21-15
DRYAN BY:	M. FAY
CHECKED BY:	
CAD FILE:	

[illegible]

IRRIGATION PLAN
SCALE: 1" = 10'-0"

1. GENERAL CONDITIONS AND REQUIREMENTS

- WORK TO INCLUDE FURNISHING LABOR, MATERIALS, TOOLS AND EQUIPMENT, OBTAINING NECESSARY PERMITS, AND COMPLETION OF THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION, AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION, AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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2. INSTALLATION

- WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION, AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION, AND THE CITY OF DELAWARE, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND RELATED STRUCTURES, LATEST EDITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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MOODY
ARCHITECTS

PHONE 954 365 5923
FAX 954 365 5923

PHONE 954 365 5923



33304

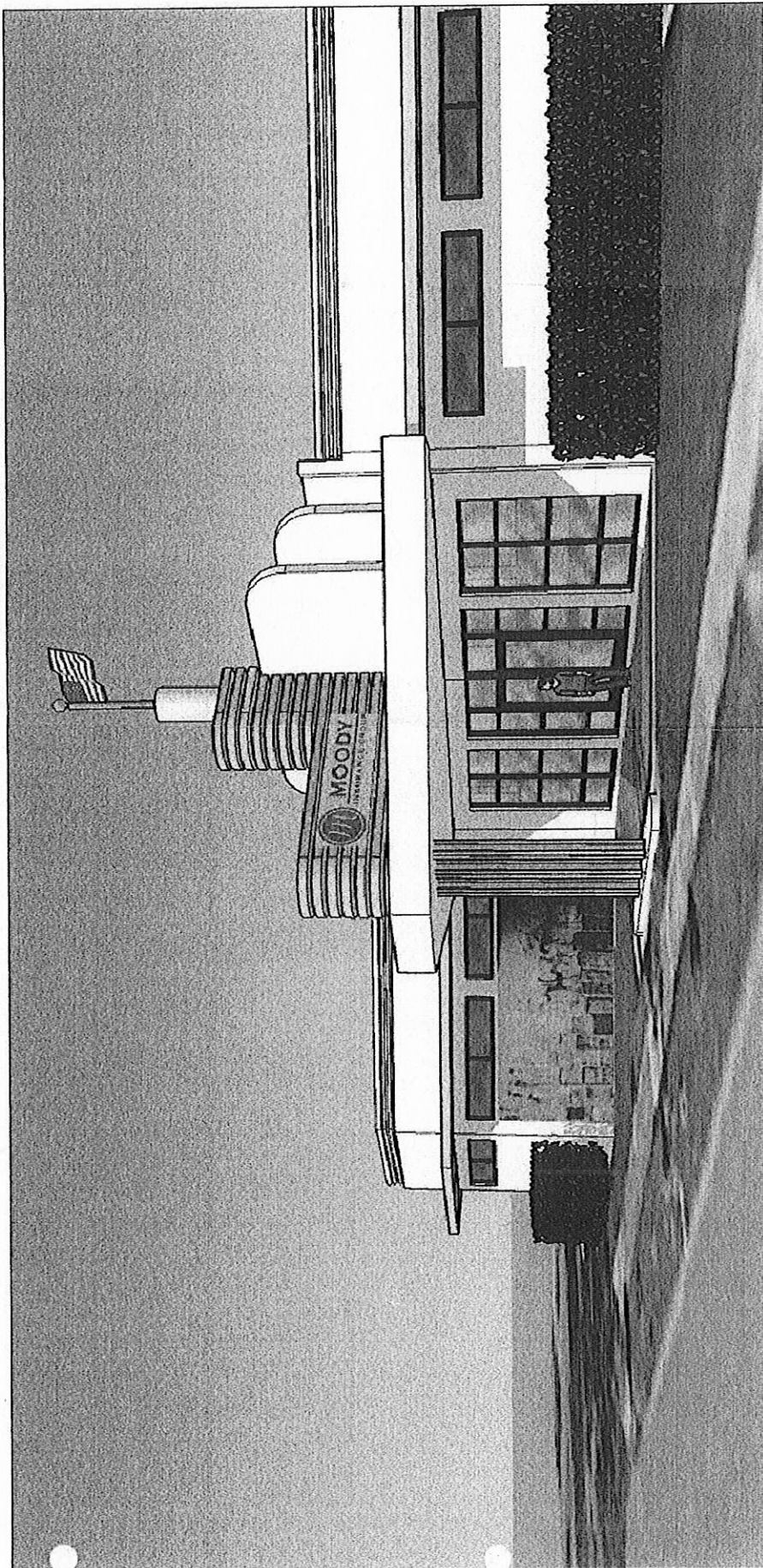
721 PROGRESSO DRIVE FORT LAUDERDALE, FLORIDA

MOODY OFFICE BUILDING

PROPOSED RENOVATIONS FOR:

SHEET

A-2



FRONT ENTRY HEADED WEST ON PROGRESSO

N.T.S.





PHONE 954 762-5551
FAX 954 762-5552
STATION
ADDRESS

NINE HUNDRED TWO W. MANAYAKIN ISLE
FORT LAUDERDALE, FLORIDA 33304



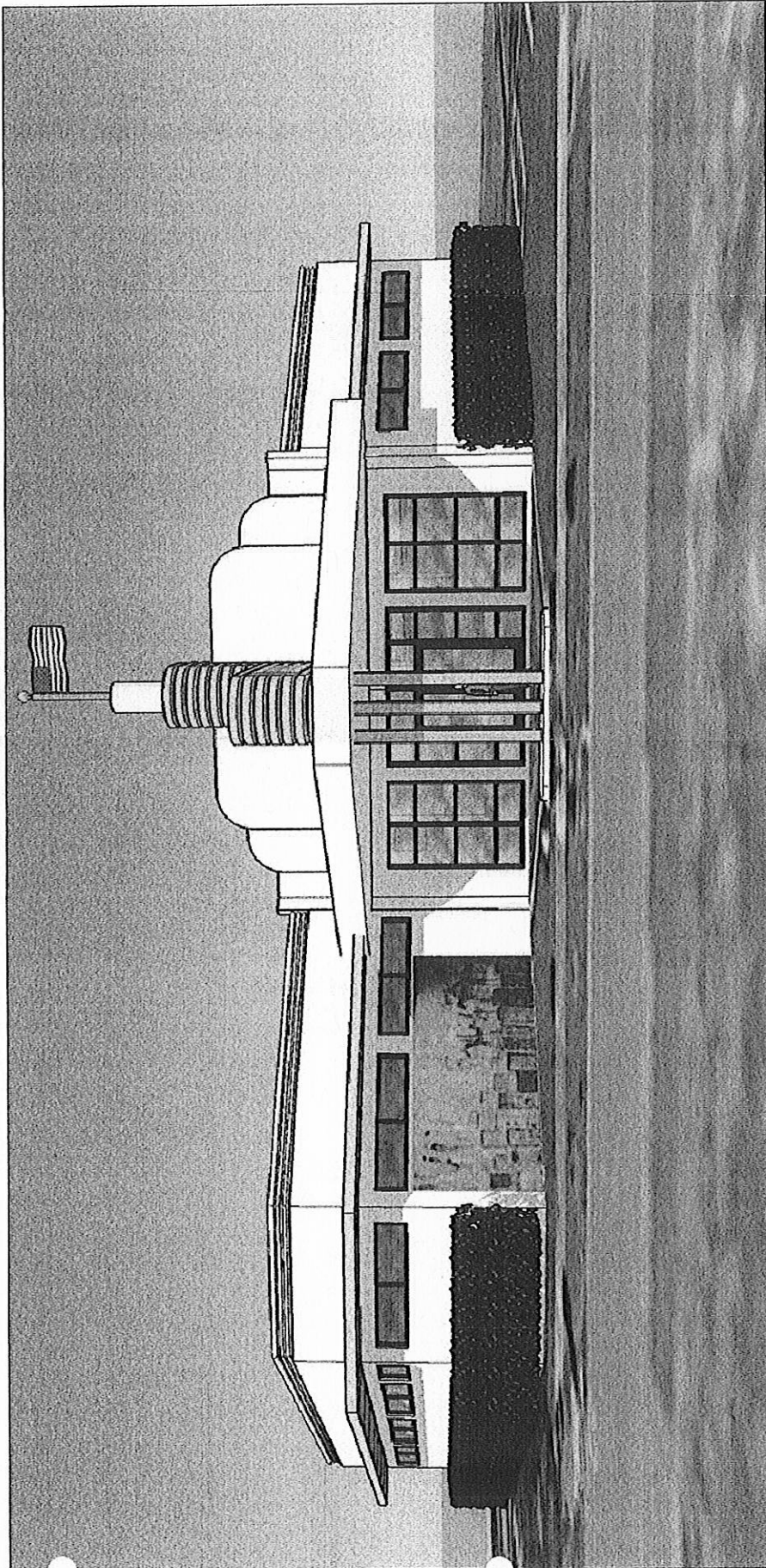
721 PROGRESSO DRIVE FORT LAUDERDALE, FLORIDA 33304

MOODY OFFICE BUILDING

PROPOSED RENOVATIONS FOR:

SHEET

A-3



VIEW FROM TRAIN

N.T.S.





**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
L.T. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

June 4, 2014

VIA EMAIL and MAIL

Larry T. Clemons
3700 Galt Ocean Drive, Apt. 106
Fort Lauderdale, Florida 33308

Subject: Right Way Leather Refinishers & Drycleaner
725 Progresso Dr.
Ft. Lauderdale, FL 33304
DEP FAC ID # 069500339

Dear Mr. Clemons:

The subject sites (Right Way Leather Refinishers and Drycleaner) has been determined eligible for state-administered cleanup under the Drycleaning Solvent Cleanup Program ("Program"), pursuant to Section 376.3078(3), Florida Statutes (F.S.). The subject site has a priority ranking number of 507 based on the site score of 25 pursuant to Section 376.3078(7) F.S. The Program is currently assessing sites that have a score of 112 and higher. The priority ranking list can be found on the Drycleaning Solvent Cleanup Program website found at:

<http://www.dep.state.fl.us/waste/categories/drycleaning/default.htm>

In order to become eligible for the Program, the Real Property Owner conducted and submitted a Site Screening Report for the subject site, which documented contamination the property. The documentation of contamination consisted of one groundwater sample in order to meet the requirements for acceptance into the program. The sampling result for the Right Way Leather Refinishers & Drycleaner was 530 micrograms per liter ($\mu\text{g/L}$) for cis 1,2 Dichloroethene (cis 1,2-DCE). The Department's Groundwater Cleanup Target Levels for cis 1,2 DCE is 70 $\mu\text{g/L}$.

Drycleaning facilities that have been deemed eligible for the Program, shall remain eligible, provided that the drycleaning facility is determined by the Department to be in compliance with the Department's rules regulating drycleaning facilities, including all eligibility requirements pursuant to 376.3078(3)(b). The required deductible payment of \$1,000 has not yet been invoiced for and will be due upon the Department's commencement of remedial activities.

Concerning the liability of new Real Property Owners, there are no penalty provisions in the Program's statute or rules that would affect the eligibility status. The authorizing statute, in

www.dep.state.fl.us

paragraph 376.3078(3)(n) F.S., provides specific language concerning property transfer and eligibility status. Paragraph (n) states:

"Eligibility under this subsection applies to the drycleaning facility or wholesale supply facility. A determination of eligibility or ineligibility shall not be affected by any conveyance of the ownership of the drycleaning facility, wholesale supply facility, or the real property on which such facility is located. Nothing contained in this chapter shall be construed to allow a drycleaning facility or wholesale supply facility which would not be eligible under this subsection to become eligible as a result of the conveyance of the ownership of the ineligible drycleaning facility or wholesale supply facility to another owner."

Further Section 376.3078(3), F.S. provides that:

"Rehabilitation Liability.-In accordance with the eligibility provisions of this section, no real property owner or no person who owns or operates, or who otherwise could be liable as a result of the operation of, a drycleaning facility or a wholesale supply facility shall be subject to administrative or judicial action brought by or on behalf of any state or local government or agency thereof or by or on the behalf of any person to compel rehabilitation or pay for the costs of rehabilitation of environmental contamination resulting from the discharge of drycleaning solvents. Subject to the delays that may occur as a result of the prioritization of sites under this section for any qualified site, costs for activities described in paragraph (2)(b) shall be absorbed at the expense of the drycleaning facility restoration funds, without recourse to reimbursement or recovery from the real property owner or the owner or operator of the drycleaning facility or the wholesale supply facility."

The liability defense provided by this paragraph does not apply to any liability under a federally delegated program.

The liability protection afforded under Section 376.3078 Florida Statutes requires that the facility maintain compliance with all Laws and regulations that affect the operation of a drycleaning facility. The Department has the duty to revoke eligibility from facilities which do not maintain compliance. Additionally, during remedial activities and until such time the Site Rehabilitation Completion Order is issued the Real Property Owner and its tenants are required to grant access to the department and its agents or contractors for site rehabilitation activities. Failure to meet these requirements, as required by statute, may result in the department revoking the eligibility of this facility. Any further, after July 1, 1995, discharges of drycleaning solvents will not be cleaned up at the expense of the Drycleaning Solvent Cleanup Program.

If the subject property transfers or has transferred ownership to another entity other than the entity that the order of eligibility was issued the Program should be notified. Florida Statutes require that if an existing drycleaning facility changes operators or business owners that the new facility operator submits a revised registration form. This form is available on-line at:

<http://www.dep.state.fl.us/waste/categories/drycleaning/pages/RulesandForms.htm>

www.dep.state.fl.us

Concerning redevelopment, the Program has no express prohibitions on redevelopment based solely on the drycleaning solvent contamination. However, as with any property containing contamination, the owner/builder/engineering consultant must take appropriate precautions regarding health and safety of construction workers; must properly handle, transport, and dispose of any contaminated media that is removed during site construction and redevelopment; and must take any remaining contamination into account for proposed site work, development, and end use. Federal Laws and Regulations (OSHA and RCRA, for example) may apply to proposed demolition and off-site disposal of building debris and soils. Owners and developers are also advised that any activities which spread or exacerbate the contamination are prohibited. The Program recommends that owners and developers consult with trained professionals in the project planning phase, and execute careful supervision during actual construction, to ensure protection of workers. Additionally, because of existing remedial system infrastructure including groundwater monitoring wells, the Program requests that advance notice be given if any redevelopment activities will affect the infrastructure.

Site information and reports are available through the department's Oculus web site located at: <http://depedms.dep.state.fl.us/Oculus/servlet/login>. To view the documents on this site, please select *Waste Cleanup* as the Catalog and search by Property and then select Facility-Site ID. Then in the search box enter the Site-Facility ID **069500339**. The documents will be available for you to view and download.

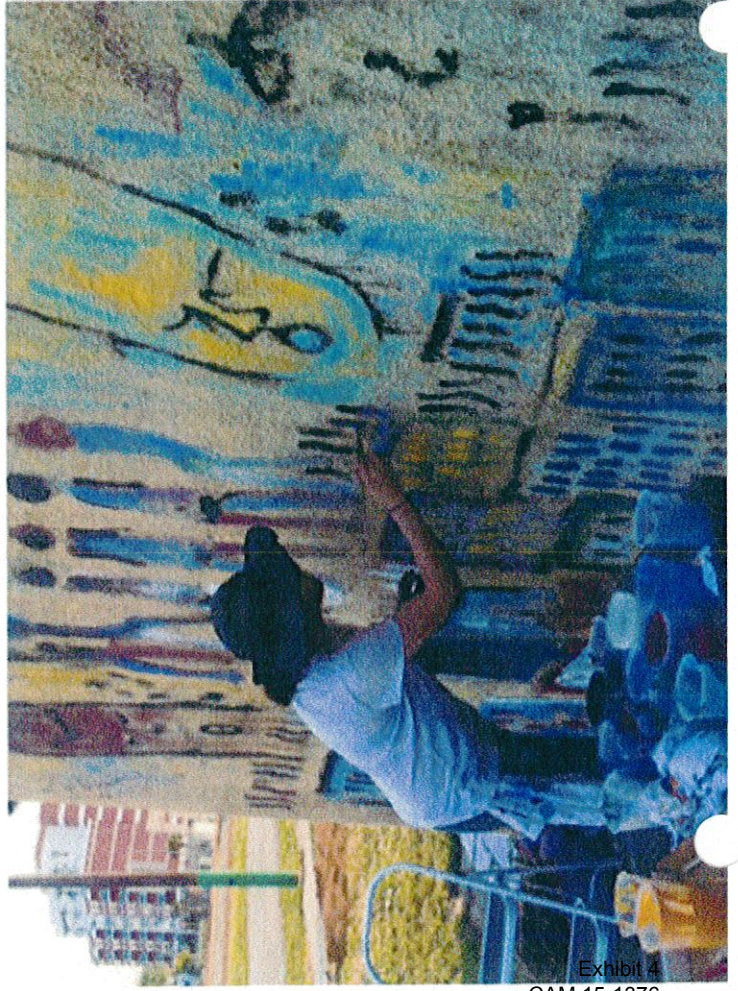
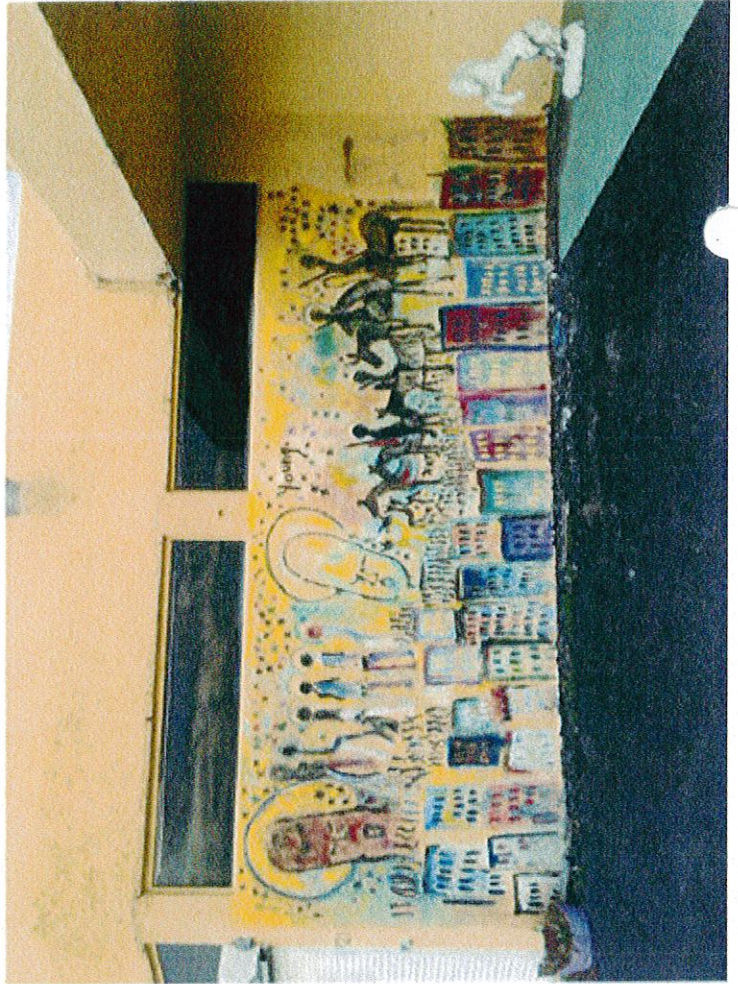
If you have any further questions, please feel free to contact me by email (Stacie.A.Davis@dep.state.fl.us) or by telephone (850-245-8927).

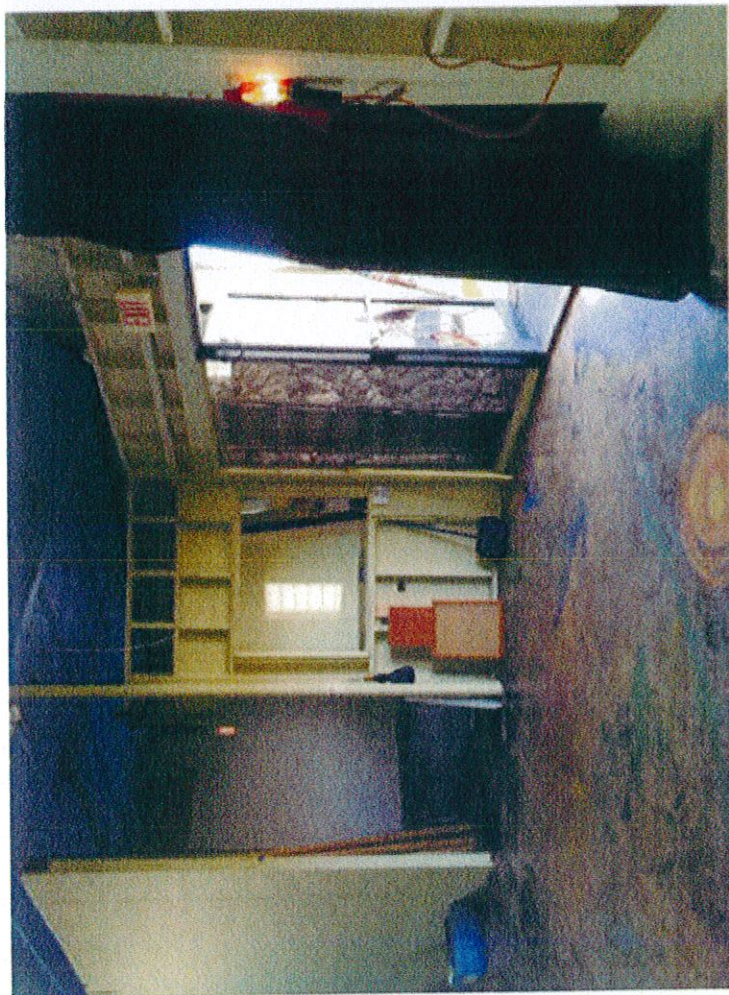
Sincerely,

Anastasia Davis
Environmental Specialist
Drycleaning Solvent Cleanup Program

cc: Larry Clemons, lrc721@comcast.net
Rick Waters, rwaters@ahlm.com

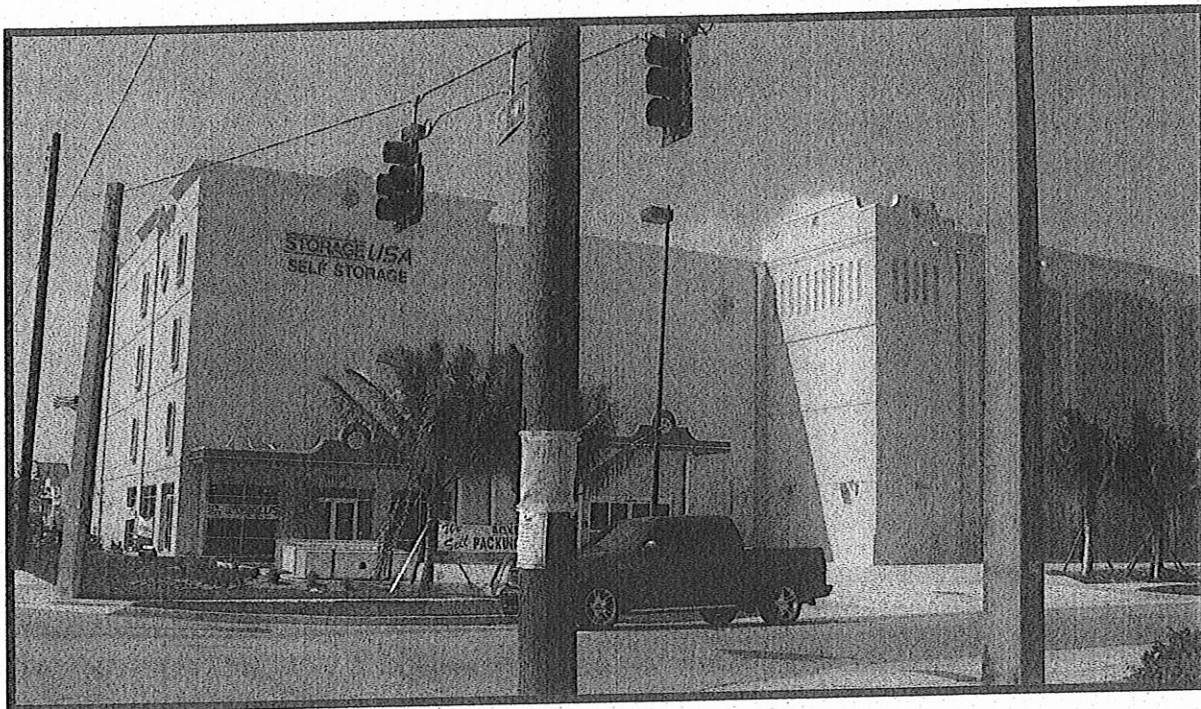
Existing Conditions





SPEROS MOODY VENTURES' SELF STORAGE PROJECTS

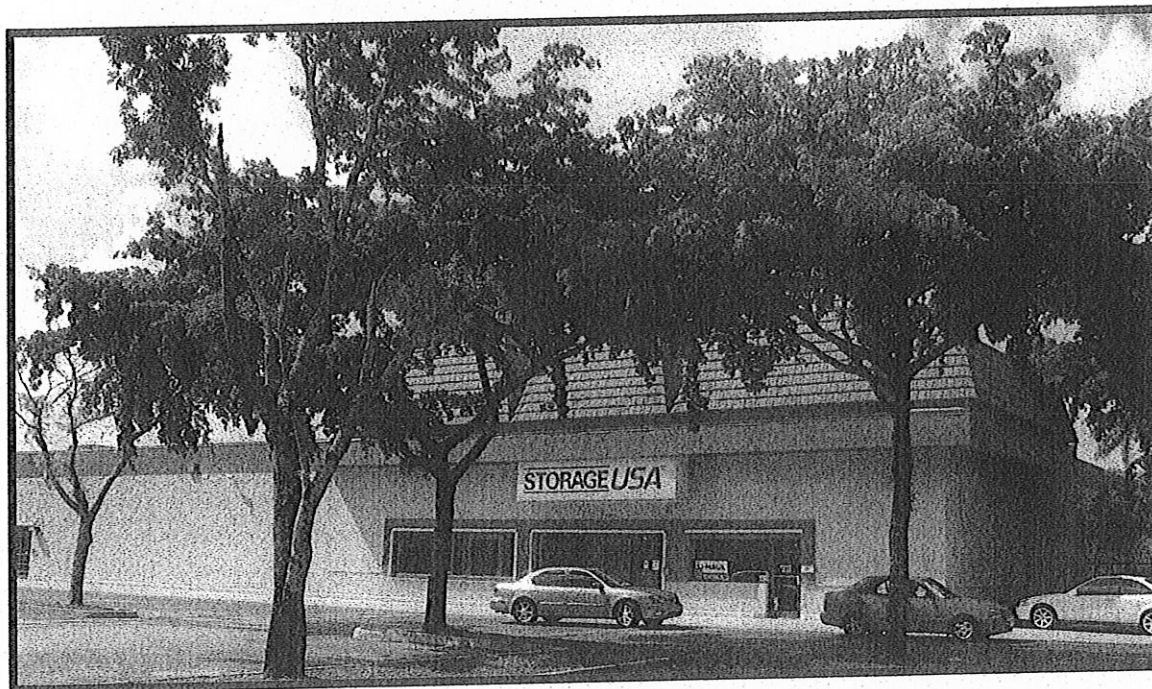
STORAGE USA – HOLLYWOOD, FLORIDA (DOWNTOWN)



PROJECT DESCRIPTION:	MULTI STORY CLIMATE CONTROLLED SELF STORAGE FACILITY IN AN URBAN SETTING
SIZE:	100,000 GROSS SQUARE FEET 74,990 RENTABLE SQUARE FEET
LOCATION:	SOUTHEAST INTERSECTION OF DIXIE HIGHWAY AND FILMORE STREET, HOLLYWOOD, FLORIDA
LOT SIZE:	1.05 ACRES
PERCENT CLIMATE:	100%
TOTAL PROJECT COST:	\$5,500,000
OPENING DATE:	APRIL 2004
CURRENT STATUS:	25% OCCUPIED AFTER 3 MONTHS OF OPERATION,
APPRAISED VALUE:	\$8,500,000
COMMENTS:	2 FREIGHT ELEVATORS INDIVIDUAL UNIT ALARMS LOADING DOCK

SPEROS MOODY VENTURES' SELF STORAGE PROJECTS

STORAGE USA – HOLLYWOOD, FLORIDA (US HIGHWAY 441)



PROJECT DESCRIPTION: THIS WAS A CONVERSION OF A 43,000 SF TOYS-R-US STORE PLUS AN ADDITION OF 9,000 SF. INITIAL PURCHASE WAS MADE WITH PLANS FOR FUTURE EXPANSION .

SIZE: PHASE I 52,000 GROSS SF 41,825 RENTABLE SF
PHASE II 60,000 GROSS SF 45,000 RENTABLE SF

LOCATION: 500 STATE ROAD 7 (US 441, ¼ MILE SOUTH OF HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA

LOT SIZE: 4.7ACRES

PERCENT CLIMATE: 80%

TOTAL PROJECT COST: PHASE I \$2,400,000

OPENING DATE: AUGUST 2002

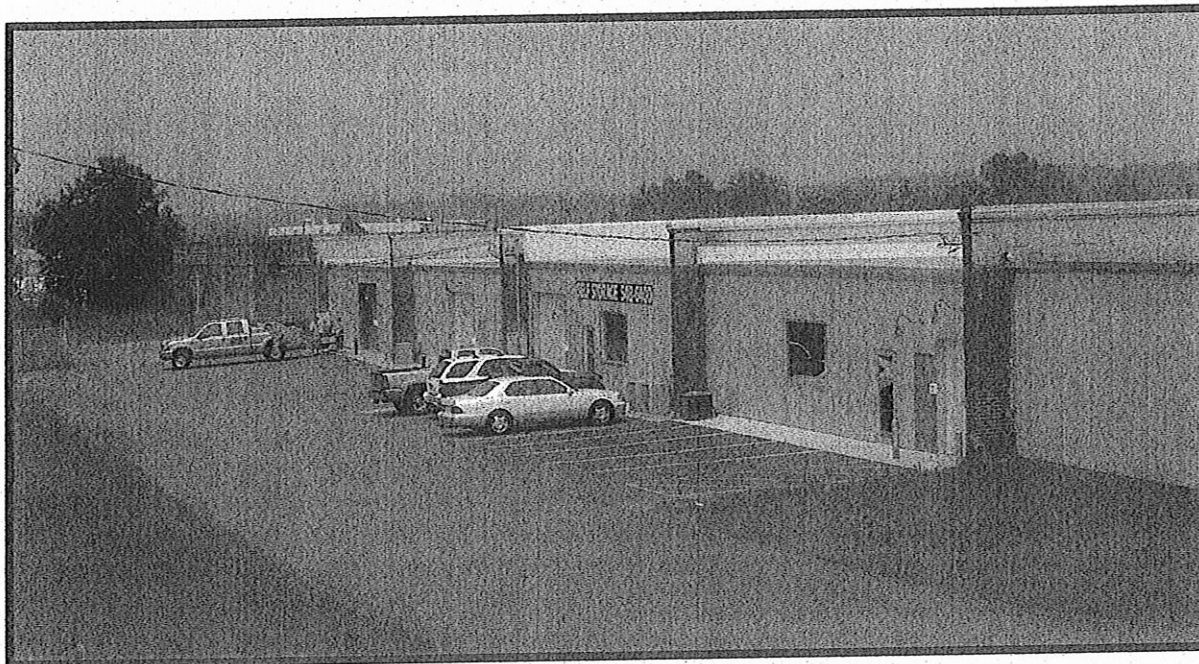
CURRENT STATUS: 85% OCCUPIED

APPRAISED VALUE: PHASE I \$5,200,000
PHASE II UNAPPRISED

COMMENTS: PHASE II EXPANSION IS IN PERMITTING PROCESS.

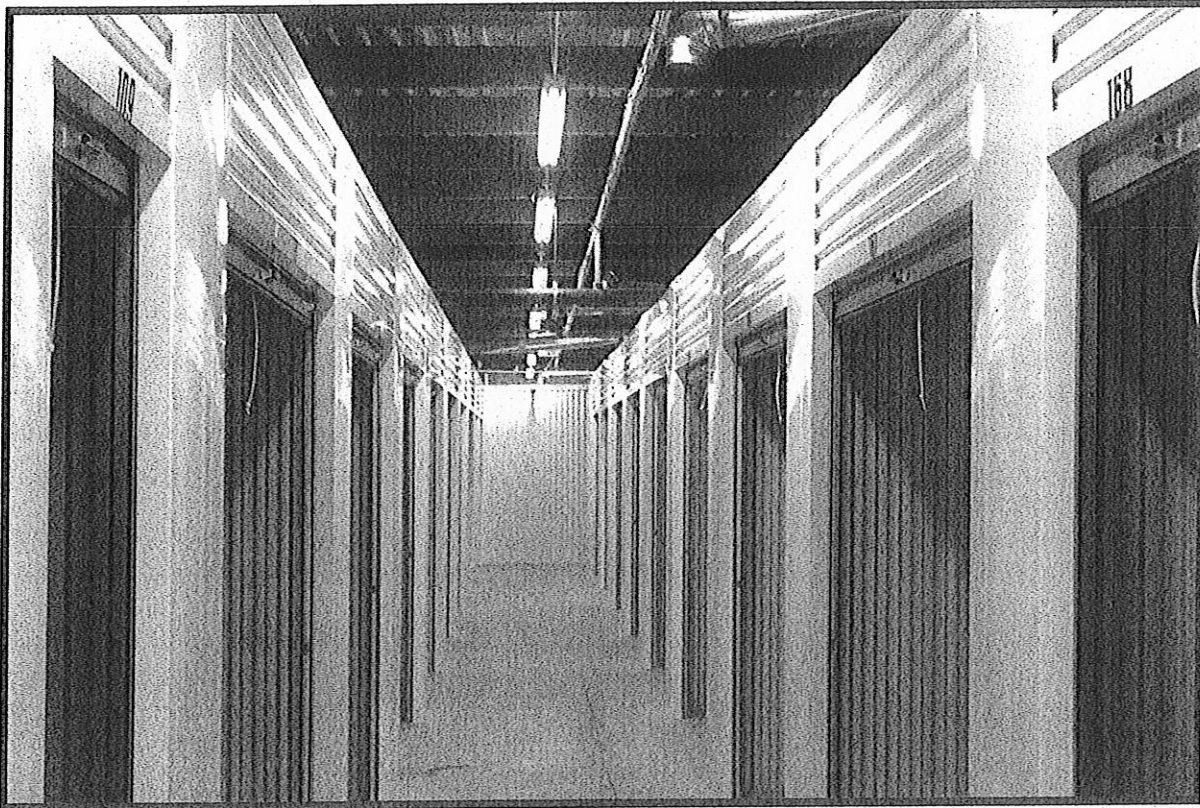
SPEROS MOODY VENTURES' SELF STORAGE PROJECTS

CHASE STREET SELF STORAGE (ATHENS, GEORGIA)

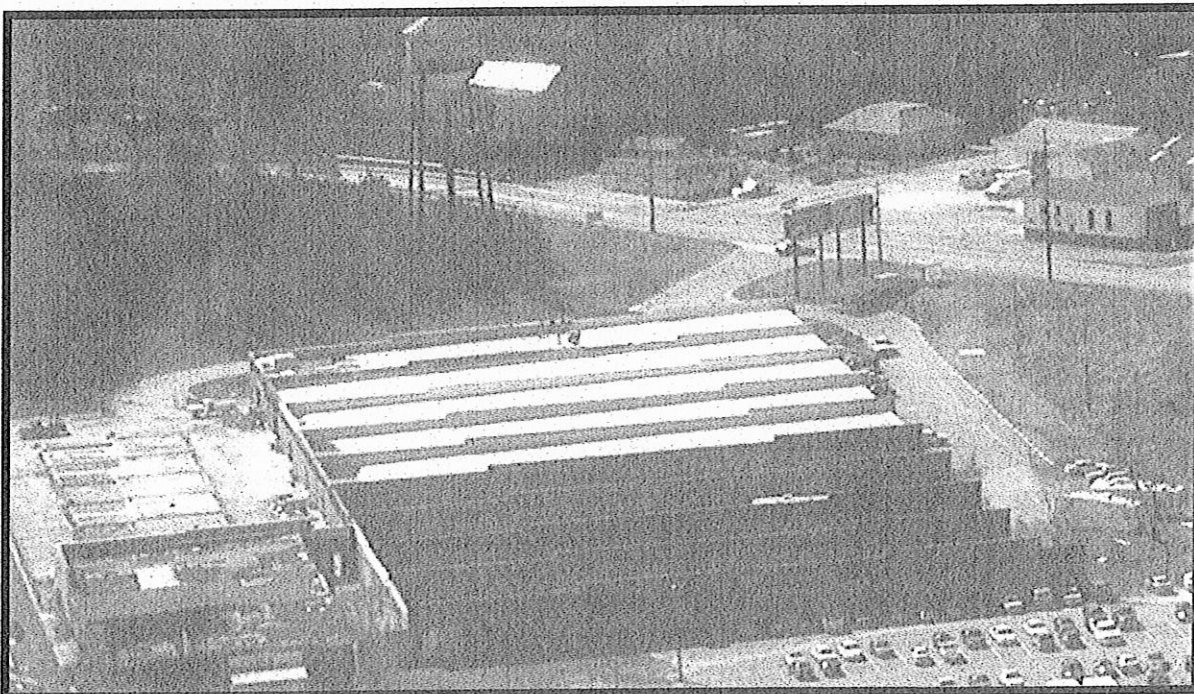


PROJECT DESCRIPTION:	CHASE STREET WAS ORIGINALLY A COTTON WAREHOUSE THAT WAS PARTIALLY CONVERTED TO SELF STORAGE. SPEROS MOODY ACQUIRED THE FACILITY AND EXPANDED THE SELF STORAGE COMPONENT. CHASE STREET HAS 4 ADDITIONAL BAYS THAT COULD BE BUILT INTO APPROXIMATELY 34,000 RENTABLE SF OF SELF STORAGE SPACE.
SIZE:	ACQUISITION: 28,400 RENTABLE SF EXPANSION: 23,500 RENTABLE SF
LOCATION:	CHASE STREET, ATHENS, GEORGIA
LOT SIZE:	5.29 ACRES
PERCENT CLIMATE:	74%
TOTAL PROJECT COST:	ACQUISITION & INITIAL EXPANSION \$2,846,000
OPENING DATE:	MAY 2004
CURRENT STATUS:	75% OCCUPIED
APPRAISED VALUE:	\$3,400,000
COMMENTS:	UNIQUE LOCATION NEAR UNIVERSITY OF GEORGIA, DOWNTOWN ATLANTA, REGIONAL MEDICAL CENTER

CHASE STREET SELF STORAGE (ATHENS, GEORGIA)



INTERIOR OF NEW CLIMATE CONTROLLED BUILDING



AERIAL PHOTOGRAPH SHOWING 9 BAYS, 5 OF WHICH ARE BUILT OUT

Streetscape Application

Streetscape Program
Application Form
PLEASE SUBMIT **FOUR** COPIES OF THE APPLICATION PACKAGE

1. Address of project requesting CRA Investment:

725 Progresso Drive

2. Name of Applicant: 1943 Tyler LLC / Tom Moody

Address of Applicant: 1939 Tyler St, Hollywood FL 33020

Phone: 954 266 1700 Fax: 954-475-9821

Email: mrtmoody@gmail.com

3. Does the applicant own project property? ☒ Yes ☐ No

If "no" box is checked, when will property be in control (own or long-term lease) of the applicant?

Indicate the owning entity of the property (i.e. name on property title):

1943 Tyler LLC

4. What is the total estimated project investment?

Current assessed value: \$347,190

New capital investment dollars: \$1,000,000+

Total estimated new assessment: \$750,000

5. What is the percentage (%) amount of ownership equity relative to total estimated investment?

☒ 20% or more

☐ 10% to 19.9%

☐ Less than 10%

☐ None

6. When is it anticipated that construction will begin, assuming project receives funding assistance from this program?

☒ Less than 12 months

☐ 12 to 16 months

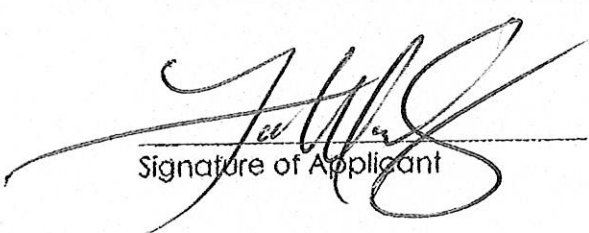
☐ 16 to 24 months

☐ Longer

7. Include with this application:

- Description of proposed development/improvement to the property
- Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations
- Infrastructure improvements, if any, in either the public ROW or on private property
- Preliminary project schedule
- Tenant makeup
- Resume of developer indicating related development experience
- Business and Financial Information:
 - *Business Plan
 - *Pro forma
 - *Mortgage on property
 - *Lease agreements
 - *Letter of Intent from lending institution
 - *Partnership and/or ownership information with equity positions

Streetscape Program benefits are contingent on funding availability and CRA approval, and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the CRA areas are not eligible for City/CRA funded programs when such funding conflicts with the goals expressed in the CRA Strategic Finance Plan or Community Redevelopment Plan.


Signature of Applicant


Date

Commercial Façade Program Application

COMMERCIAL FAÇADE PROGRAM APPLICATION

Date 2-23-2015

IF APPLICANT IS PROPERTY OWNER

Owner's Name TOM MOODY
Corporate Name 1943 Tyler LLC
Property Address 725 Progresso Dr.
Phone 9-600-7617 Fax 9-475-9821
Contact Person TOM MOODY
E-Mail mrtmoody@gmail.com

IF APPLICANT IS BUSINESS OWNER

Owner's Name TOM MOODY
Corporate Name MOODY Insurance Group
Property Address 1939 Tyler St. Hollywood FL
Phone 954-266-7700 Fax 9-475-9821 33020
Contact Person TOM MOODY
Email mrtmoody@gmail.com

PROJECT AND FINANCIAL ASSISTANCE REQUESTED

Describe the Proposed Improvement(s): FACADE Enhancements to include:
NEW WINDOWS, NEW GLASS ENTRANCE, PAINT, ARCHITECTURAL
ELEMENTS, LANDSCAPING, EXTERIOR LIGHTING.

Total Project Cost \$150,000 Total Funding Request \$15,000.00

Will Additional Jobs be Created? ☒ Yes ☐ No

If yes, how many jobs? TBD/DETERMINED 15 JOBS RETIRED/RELOCATED

I, TOM MOODY, attest that the information contained herein is correct to the best of my knowledge. I further understand that the Façade Program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. I further understand that I am responsible for providing construction documents and/or permits required for any work.

Signature of Property Owner or Business Owner

Print Name

Note: If Applicant is leasing from property owner, Applicant must submit Addendum A with application.

Addendum A

Date: 2-23-2015

To: City of Fort Lauderdale

Community Redevelopment Agency

From: TOM MOODY
(Property Owner)

Subject: Permission for Façade Program Improvements

As the owner of 725 Progresso DR, I give my tenant,
TOM MOODY, permission to participate in the CRA/City of Fort
Lauderdale's Façade Program, as detailed in the Façade Program Application.

TOM MOODY
Property Owner's Name Printed

[Signature]
Property Owner's Signature

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19 day of March, 2015,
by _____ He/She is personally known to me or has
produced personally known as identification and did not (did) take
an oath.
(SEAL)

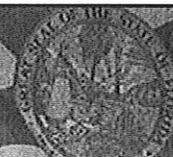
Notary Public, State of Florida, (Signature of
Notary taking acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

1943 TYLER, LLC

Filing Information

Document Number	L02000013260
FEI/EIN Number	80-0077737
Date Filed	05/30/2002
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/29/2011

Principal Address1939 TYLER STREET
HOLLYWOOD, FL 33020

Changed: 06/22/2009

Mailing Address1939 TYLER STREET
HOLLYWOOD, FL 33020

Changed: 06/22/2009

Registered Agent Name & AddressMOODY, THOMAS W
1939 TYLER STREET
HOLLYWOOD, FL 33020

Address Changed: 01/05/2010

Authorized Person(s) Detail**Name & Address**

Title MGRM

MOODY, THOMAS W
1939 TYLER ST
HOLLYWOOD, FL 33020**Annual Reports**

Report Year	Filed Date
2013	03/06/2013
2014	03/31/2014
2015	04/16/2015

Document Images

04/16/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
03/06/2013 -- ANNUAL REPORT	View image in PDF format
01/25/2012 -- ANNUAL REPORT	View image in PDF format
11/29/2011 -- REINSTATEMENT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
06/22/2009 -- ANNUAL REPORT	View image in PDF format
04/14/2008 -- ANNUAL REPORT	View image in PDF format
02/22/2007 -- ANNUAL REPORT	View image in PDF format
04/07/2006 -- ANNUAL REPORT	View image in PDF format
04/22/2005 -- ANNUAL REPORT	View image in PDF format
03/11/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
05/30/2002 -- Florida Limited Liabilites	View image in PDF format

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State of Florida, Department of State

This Instrument Was Prepared By:
Bryan J. Haagenson, Esq.
Haagenson & Haagenson, P.A.
201 Southeast 19th Street
Fort Lauderdale, Florida 33316

Record and Return To:
Bryan J. Haagenson, Esq.
Haagenson & Haagenson, P.A.
201 Southeast 19th Street
Fort Lauderdale, Florida 33316

WARRANTY DEED

This indenture, made this 18 day of January, 2015 A.D. between **Larry T. Clemons, a single man**, whose post office address is 3700 Galt Ocean Drive, #106, Fort Lauderdale, Florida 33308, party of the first part, and **1943 Tyler, LLC, a Florida limited liability company**, whose post office address is 1943 Tyler Street, Hollywood, Florida 33020, of the County of Broward in the State of Florida, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, her heirs and assigns forever, the land set forth and made a part hereof and described as follows:

Lot 10, Block 287 and all of Block 287 lying South of Lot 10 and East of Alley of PROGRESSO, according to the plat thereof as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, lying and being in Broward County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to said land.

TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part does hereby covenant with the party of the second part that said party of the first part is lawfully seized of said land in fee simple; that said party of the first part has good right and lawful authority to sell and convey said land; and 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 property is not and has never been the homestead of the grantor.

SUBJECT TO zoning and other applicable government regulations, conditions, restrictions, limitations, and easements of record, if any, and taxes for the year 2015, and all subsequent years.

WITNESSES:

Witness Signature 1

Witness Printed Name 1

Witness Signature 1

Witness Printed Name 1

Larry T. Clemons

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of January, 2015 by **Larry T. Clemons**. He is ☐ personally known to me or ☒ has produced id as identification.

My Commission Expires:



Notary Public - State of Florida

Prepared by and return to:

Bryan J. Haagenson, Esq.
Haagenson & Haagenson, P.A.
201 Southeast 19th Street
Fort Lauderdale, Florida 33316

Consideration based on \$50,000.00

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$175.00 AND FLORIDA INTANGIBLE TAXES IN THE AMOUNT OF \$100.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.

Real Estate Mortgage

THIS MORTGAGE is made this 26 day of January, 2015, between **1943 Tyler, LLC** a Florida limited liability company, whose address is 1943 Tyler Street, Hollywood, FL 33020, herein called Mortgagor, in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other valuable consideration, received from **Larry T. Clemons**, herein called Mortgagee, whose address is 3700 Galt Ocean Drive, Unit #106, Fort Lauderdale, Florida 33308, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns). Mortgagor hereby mortgages to Mortgagee the real property in **Broward** County, Florida, described as:

Lot 10, Block 287 and all of Block 287 lying South of Lot 10 and East of Alley of PROGRESSO, according to the map or plat thereof as recorded in Plat Book 2, Page 18, Public Records of Miami-Dade County, Florida. Said lands lying and being in Broward County, Florida.

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of that certain Promissory Note made by Mortgagor in favor of Mortgagee of even date herewith (the "Note").

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from, all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.

2. To pay all money and satisfy all obligations set forth in the Note.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said Note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard Florida mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.
9. That Mortgagee may forbear to enforce defaults under this mortgage and the Note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and the Note, or either, without notice to or the consent of any person liable under this mortgage and the Note, or either, and without discharging or affecting the liability of any person liable under this mortgage and the Note, or either.

10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving the Note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and the Note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within **THIRTY (30)** days after it becomes due, or if any covenant or agreement of the Note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and the Note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and the Note, the terms of this mortgage shall prevail.

[EXECUTIONS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mortgagor has hereunto set 28 hand and seal the day and year first written above.

Signed, sealed and delivered
in our presence:

1943 TYLER, LLC, a Florida limited
liability company

Witness: [Signature]
Name: Janifer

By: [Signature] Thomas W. Moody, Manager

Witness: [Signature]
Name: Lisa C. King

STATE OF FLORIDA)
) §
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of January, 2015 by Thomas W. Moody, Manager of 1943 Tyler LLC, a Florida limited liability company. He is personally known to me.

My Commission Expires:

[Signature]
Notary Public – State of Florida

