

**DEVELOPMENT SERVICES DEPARTMENT  
Planning & Zoning Division**

**MEMORANDUM  
PZ 06-55-99**

**TO: Robert D. Rawls, Interim Town Administrator**

**THRU: Mark A. Kutney, AICP, Development Services Director**

**FROM: Gayle Easterling, AICP, Planning and Zoning Manager**

**DATE: June 25, 1999**

**RE: DG 6-3-99 Pine Island Commercial Plat**

This resolution authorizes the Mayor and Town Administrator to enter into an agreement, between Broward County, B.G. Pine Island Corp., and the Town of Davie, to provide for the construction, funding, and security for required improvements associated with the above referenced plat. As of this time, there is no development activity on the site.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND B.G. PINE ISLAND CORP. RELATING TO THE INSTALLATION OF REQUIRED IMPROVEMENTS ASSOCIATED WITH THE PINE ISLAND COMMERCIAL PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENT.

WHEREAS, B.G. Pine Island Corp. is proposing to develop property known as the Pine Island Commercial Plat; and

WHEREAS, Broward County will allow provisions for the construction, funding, and security for required improvements associated with said plat should an agreement be entered into with the Town as party.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "AA", between Broward County, B.G. Pine Island Corp., and the Town of Davie, providing for the construction, funding, and security for required improvements associated with the Pine Island Commercial Plat as indicated on Exhibit "B".

SECTION 2. The Town of Davie Development Services Department shall not issue building permits until such time as the developer provides the Town with written confirmation that an acceptable form of security has been placed with the County in the amount of \$161,072.00.

SECTION 3. The Town of Davie Development Services Department shall not issue a certificate of occupancy prior to completion of the required improvements.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

lien -  
incorp.

Return recorded copy to:

Document prepared by:

AGREEMENT

Among

BROWARD COUNTY

And

B.G. Pine Island Corp., A Florida Corporation and  
77 Acres Trust

And

Town of Davie

for

INSTALLATION OF REQUIRED IMPROVEMENTS  
RELATING TO

Pine Island Commercial Plat

This is an Agreement among BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

Town of Davie, a municipal corporation, organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

B.G. Pine Island Corp., & 77 Acres Trust, hereinafter referred to as "DEVELOPER," its successors and assigns.

CAF#249  
06/29/98

WHEREAS, DEVELOPER'S plat, known as Pine Island Commercial  
(001-XP 98), hereinafter referred to as the "PLAT," was approved by the Board of  
County Commissioners of Broward County on January 19, 1999, and is  
described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the PLAT was approved subject to certain conditions to ensure the  
protection of the public health and safety, and one of the conditions imposed at the time  
of PLAT approval was the construction of certain improvements;

WHEREAS, the PLAT is located within the boundaries of the CITY; and

WHEREAS, the parties desire to enter into this agreement to provide for the  
construction, funding and security for the required improvements as described in Exhibit  
"B" attached hereto and incorporated herein; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments  
hereinafter set forth, COUNTY and DEVELOPER agree as follows:

1. INSTALLATION OF REQUIRED IMPROVEMENTS.

- (a) DEVELOPER agrees to and DEVELOPER shall construct the improvements  
described in Exhibit "B" attached hereto, hereinafter referred to as "the  
Improvements." Said Improvements shall be constructed according to the  
schedule set forth in Exhibit "B."
- (b) The Improvements described in Exhibit "B" shall be installed in accordance  
with applicable COUNTY, State of Florida Department of Transportation  
standards and specifications and in accordance with the Development  
Review Report for the PLAT. The construction plans for the Improvements,  
including pavement marking and signing plans, shall be submitted to  
COUNTY for review and approval prior to commencement of construction.  
Construction shall be subject to inspection and approval by the COUNTY.  
Pavement marking and signing shall be provided for all of the Improvements  
and shall be subject to review, field inspections and final approval by the  
Broward County Traffic Engineering Division, which Improvements shall be  
consistent with the previously approved plans.
- (c) Notwithstanding subparagraphs 1.(a) and (b) above, COUNTY agrees that  
the turn lane improvements(s) described in Exhibit "B" shall not be required  
if the associated opening(s) in the nonvehicular access line depicted on the  
PLAT are eliminated through the recordation of an agreement to amend the  
nonvehicular access line pursuant to approval by COUNTY. In that event,  
COUNTY agrees to authorize reduction of the security provided by  
DEVELOPER according to provisions of paragraph 5. below.

2. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
3. CITY agrees not to issue building permits for construction of a principal building within the PLAT until such time as DEVELOPER provides CITY with written confirmation from COUNTY that DEVELOPER has complied with paragraph 5.(c) of this Agreement.
4. CITY agrees not to issue any certificates of occupancy for the plat prior to completion of improvements according to the schedule set forth in Exhibit "B."
5. SECURITY AND DEFAULT:
  - (a) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of One hundred sixty one thousand seventy two & ---00/100 Dollars (\$ 161,072.00 ). Such lien shall secure the construction of the Improvements identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
  - (b) DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.
  - (c) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the PLAT which, according to the schedule set forth in Exhibit "B," requires the installation of the Improvements, or a portion thereof, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of one hundred sixty one thousand seventy two 00/100 Dollars (\$ 161,072.00 ), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
  - (d) Pursuant to subsection 5(c) above, DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the PLAT for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the Improvements required in such phase. Upon acceptance

by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the PLAT shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

- (e) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the Improvements that are outstanding. Such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the applicable security. In the event that DEVELOPER fails to construct an improvement secured by lien created hereunder, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
  - (f) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S improvement obligations are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
  - (g) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described in paragraph 5(c) above, expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have four (4) months from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the PLAT.
6. Upon the completion of one or more of the Improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. The DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining Improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on

Exhibit "B." If a full or partial release is warranted for Improvements secured by lien under this Agreement, the COUNTY shall execute any and all documents satisfying and discharging said lien which shall be recorded in the Official Records of Broward County.

7. DEVELOPER agrees that the construction contract(s) for the Improvements shall include the following:

- (a) Indemnify and save harmless the COUNTY, the Board of County Commissioners of Broward County, and the State of Florida, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.
- (b) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
- (c) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.
- (d) Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or completed operations.

Underground Coverages.

COUNTY and the Broward County Board of County Commissioners are to be named as additional insureds with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or negligent acts or omissions of COUNTY in connection with general supervision of such operation.

- (e) Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single

limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

8. COUNTY agrees that this Agreement satisfies the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, that developers install all required improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable permitting agency, the local government may issue certificates of occupancy for parcels or portions of the PLAT.
9. Nothing herein shall prevent the COUNTY or CITY from enforcing the requirements of this Agreement against the owners, successors or assigns in any part of the PLAT.
10. The DEVELOPER agrees to execute any and all other instruments or documents as may be required to effectuate the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, and this Agreement.
11. **NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is 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 giving notice:

For the COUNTY:

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301

For the CITY:

Town Of Davie

6591 Orange Drive

Davie, FL 33314

For the DEVELOPER:

Larry D. Glassman

7043 Ayrshire Lane

Boca Raton, FL 33496

12. **RELEASE.** When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the PLAT, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the PLAT for which this road impact obligation has been satisfied.
13. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County.

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO  
THE \_\_\_\_\_ PLAT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, City of \_\_\_\_\_, signing by and through its \_\_\_\_\_, authorized to execute same by Commission/Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_, through its duly authorized representative to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Chair  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO  
THE PINE ISLAND PLAT  
COMMERCIAL

TOWN  
~~CITY~~

TOWN  
~~CITY~~ OF DAVIE

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town ~~City~~ Clerk

(CORPORATE SEAL)

By \_\_\_\_\_  
~~City Manager~~ Interim Town  
Administrator

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town ~~City~~ Attorney

STATE OF FLORIDA )

COUNTY OF )

SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of  
\_\_\_\_ (Municipality). He or she is personally known to me or has  
produced \_\_\_\_\_ as identification.

(Seal)

My commission expires:

NOTARY PUBLIC:

\_\_\_\_\_  
Print name:  
Commission No.:

CAF#249  
06/29/98

RE: ROAD IMPACT AGREEMENT BETWEEN BROWARD COUNTY AND B.G. PINE ISLAND CORP., a Florida corporation, and LARRY D. GLASSMAN AND STEVEN M. GLASSMAN, AS TRUSTEES OF THE 77 ACRES TRUST

Witness:

Gladys A. DiGirolamo  
Print name: GLADYS A. DIGIROLAMO By:  
Rosana D. Cordova  
Print name: ROSANA D. CORDOVA

DEVELOPER (as to a 1/3 Interest)

B.G. PINE ISLAND CORP.,  
a Florida corporation

[Signature]  
Larry D. Glassman, President

Address: 16117 N.W. 15th Street  
Pembroke Pines, FL 33028

(Corporate Seal)

Witnesses:

Gladys A. DiGirolamo  
Print name: GLADYS A. DIGIROLAMO By:  
Rosana D. Cordova  
Print name: ROSANA D. CORDOVA  
By:  
Gladys A. DiGirolamo  
Print name: GLADYS A. DIGIROLAMO  
Rosana D. Cordova  
Print name: ROSANA D. CORDOVA

DEVELOPER (as to a 2/3 Interest)

THE 77 ACRES TRUST

[Signature]  
Larry D. Glassman, Trustee

[Signature]  
Steven M. Glassman, Trustee  
Address: 16177 N.W. 15th Street  
Pembroke Pines, FL 33028

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss:

The foregoing instrument was acknowledged before me this 1 day of April, 1999, by LARRY D. GLASSMAN, as President of B. G. PINE ISLAND CORP., a Florida corporation, on behalf of said corporation. He is personally known to me, or he has produced as identification.

Lila Campopiano  
Signature of Acknowledger  
Name printed, typed or stamped:  
Title: Notary Public, State of Florida at Large  
Commission No.

(Notary Seal)





## DESCRIPTION

PORTIONS OF TRACTS 23 AND 24 AND THE ROADWAY BETWEEN SAID TRACTS, IN SECTION 28, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "JOHN W. NEWMAN'S SURVEY" AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 24, RUN N. 02°05'56" W. 18.87 FEET ALONG THE WEST LINE OF SAID TRACT 24 TO THE NORTH RIGHT-OF-WAY LINE OF SOUTH NEW RIVER CANAL (C-11); THENCE CONTINUE ALONG THE WEST LINE OF SAID TRACT 24, N. 02°05'56" W. 80.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ORANGE DRIVE (S.W. 45TH STREET); THENCE N. 88°27'18" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, N. 88°27'18" E. 1162.24 FEET; THENCE N. 43°09'42" E. 49.75 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 72.00 FEET WEST OF THE EAST LINE OF SAID TRACT 23; THENCE ALONG SAID PARALLEL LINE, N. 02°07'54" W. A DISTANCE OF 514.27 FEET TO A POINT ON THE ARC OF A 1091.28 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS S. 77°44'30" W.; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'31" AN ARC DISTANCE OF 4.61 FEET; THENCE PARALLEL WITH AND 745.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACTS 23 AND 24, A DISTANCE OF 1196.48 FEET TO A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID TRACT 24; THENCE ALONG SAID PARALLEL LINE, S. 02°05'56" E. 555.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 663,906 SQUARE FEET (15.241 ACRES) MORE OR LESS.

**Exhibit "B"**  
**List of Improvements**

Plat/Staff Recommendation Number	Improvement Description	Completion Date
Pine Island Commercial Plat Staff Rec. #15	The physical channelization of the 40-foot opening on Pine Island Road as specified under the non-vehicular access line requirements.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #16	The removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #17	Westbound right turn lanes on Orange Drive at both 50-foot openings with 150 feet of storage* and 100 feet of transition.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #18	A westbound right turn lane on Orange Drive at the 80-foot opening with 200 feet of storage* 100 feet of transition.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #19	An eastbound left turn lane on Orange Drive at the 80-foot opening with 200 feet of storage* and 100 feet of transition.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #20	A southbound right turn lane on Pine Island Road at the 80-foot opening with 150 feet of storage* and 100 feet of transition	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #21	A northbound left turn lane on Pine Island Road at the 80-foot opening with 200 feet of storage* and 100 feet of transition.	Prior to Certificate of Occupancy

Pine Island Commercial Plat Staff Rec. #22	Sidewalk along Orange Drive adjacent to this plat.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #23	Sidewalk along Pine Island Road, displaced by turn lane construction.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #25	Traffic signal conduit relocation	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #26	Street lighting conduit relocation.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #27	Signal improvements. Any necessary modifications to the existing traffic signal at the intersection of Pine Island Road and Orange Drive to provide for the required improvements.	Prior to Certificate of Occupancy
Pine Island Commercial Plat Staff Rec. #28	Pavement marking and signage.	Prior to Certificate of Occupancy

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