

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP
(954) 797-1101

SUBJECT: Resolution - Developers Agreement

Long Lake Estates II Plat, 3201 Hiatus Road, 3304 Hiatus Road, and 3501 Nob Hill Road/Generally located between SW 26 Street to the north, Hiatus Road to the west and Nob Hill Road to the east.

TITLE OF AGENDA ITEM:

DA 6-1-01 Long Lake Estates II Plat

REPORT IN BRIEF:

On September 6, 2000, Town Council passed Resolution No. 2000-210, approving a boundary plat consisting of 454.553 acres for 454 single family dwelling units. In order to satisfy roadway concurrency for this plat, the developer is entering into an agreement requiring contribution towards roadway improvements. The developer of the "Royal Griffin Pat" in Cooper City is contributing to some roadways improvements, and is therefore a party to the agreement, as is Cooper City. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy on the Long Lake Estates II Plat until the plat is approved and recorded and the improvements specified in the agreement to satisfy Broward County road concurrency requirements are constructed in accordance with the agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): Motion to approve

Attachment(s): Resolution, Developers Agreement, Land Use Map, Subject Site Map, Aerial

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, COOPER CITY, GL HOMES OF DAVIE ASSOCIATES, II, LTD., CONTINENTAL CITRUS CORPORATION, ROYAL GRIFFIN, LTD., GMAC RESIDENTIAL FUNDING GROUP CORP., WASHINGTON MUTUAL BANK, F.A.; FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT AND ROYAL GRIFFIN PLAT; PROVIDING FOR MEASURES TO SATISFY CONCURRENCY REQUIREMENTS RELATED TO THE LONG LAKE ESTATES II PLAT AND ROYAL GRIFFIN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, GL Homes of Davie Associates, II, LTD. proposes to develop properties known as the Long Lake Estates II Plat; and

WHEREAS, Broward County requires measures to satisfy concurrency requirements related to the Long Lake Estates II Plat; and

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 "A", between Broward County, Cooper City, GL Homes of Davie Associates, II, LTD., Continental Citrus Corporation, Royal Griffin, LTD., GMAC Residential Funding Group Corp., Washington Mutual Bank, F.A, and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any certificates of occupancy until the Long Lake Estates II Plat is approved and recorded and the Improvement is constructed in accordance with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

Return recorded document to:
Broward County Development Management Division
115 South Andrews Avenue, Room A240
Fort Lauderdale, Florida 33301

Document prepared by:

Dennis D. Mele, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 E. Broward Blvd.
Fort Lauderdale, Florida

**REGIONAL ROAD CONCURRENCY AGREEMENT FOR
CONSTRUCTION OF IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY" through its Board of County Commissioners;

AND

The TOWN OF DAVIE, a political subdivision created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN,"

AND

The City of COOPER CITY, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"

AND

GL HOMES OF DAVIE ASSOCIATES, II, LTD., a Florida Limited Partnership and CONTINENTAL CITRUS CORPORATION, a Florida Corporation, hereinafter referred to collectively as "DEVELOPER #1,"

AND

ROYAL GRIFFIN, LTD., hereinafter referred to as "DEVELOPER #2."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Section 5-182 of said Chapter 5 more specifically requires that an application for a development permit satisfy concurrency requirements for compact deferral areas; and

WHEREAS, DEVELOPER #1 has applied for approval of the Long Lake Estates II Plat (004-MP-00), located in the Town of Davie ("TOWN"), County of Broward, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, DEVELOPER #2 has applied for approval of the Royal Griffin Plat (004-UP-99), located in the City of Cooper City ("CITY"), County of Broward, State of Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, on September 25, 2000, the Broward County Development Management Division determined that the application made by DEVELOPER #1 for approval of the Long Lake Estates II Plat did not satisfy the compact deferral area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE") for Griffin Road from S.W. 100 Avenue to S.W. 118th Ave (TRIPS Segments 680, 683 and 1619); and

WHEREAS, on September 11, 2000, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the Regional Road Network, finding that the application made by DEVELOPER #2 for approval of the Royal Griffin Plat did not satisfy the compact deferral area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE") for Griffin Road from S.W. 106th Avenue to S.W. 118th Avenue (TRIPS Segments 680 and 1619); and

WHEREAS, DEVELOPER #1 and DEVELOPER #2 have conducted studies and have determined that certain remedial measures will mitigate the traffic impact of the Long Lake Estates II Plat and the Royal Griffin Plat so that both Plats will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the Long Lake Estates II Plat and the Royal Griffin Plat will be met with the execution of and compliance with, the terms of this Agreement by DEVELOPER #1 and DEVELOPER #2. NOW, THEREFORE,

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

1. The above recitals are true and correct and are hereby incorporated herein.

2. CONSTRUCTION OF IMPROVEMENTS

- A. DEVELOPER #1 and DEVELOPER #2 agree to implement the IMPROVEMENT(S) described in Exhibit "C" attached hereto (hereinafter, "Improvements"), on or before issuance of the first certificate of occupancy for proposed development in either the Long Lake Estates II Plat or the Royal Griffin Plat.
- B. If the Improvement(s) described in Exhibit "C" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER #1 and DEVELOPER #2 agree that prior to recordation of the Plat, either shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the improvement(s).
- C. DEVELOPER #1 and/or DEVELOPER #2 shall provide to COUNTY, contemporaneously with this agreement, a Letter of Credit or Surety Bond ("Security"), attached hereto as Exhibit "D," in the amount of \$54,375.00 in a form acceptable to the COUNTY, which represents 125% of the cost of the Improvements. COUNTY shall release the Security one (1) year from the date of completion of the Improvements.
- D. The Improvements described in Exhibit "C" 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 Long Lake Estates II Plat and the Royal Griffin 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.

3. CONTRACTS FOR IMPROVEMENTS. DEVELOPER #1 and DEVELOPER #2 agree that any contract(s) for the Improvements shall:

- A. Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by

negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

- B. In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- C. Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- D. Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy 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 for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- E. Business Automobile Liability Insurance. 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.

Hired and non-owned vehicles.

Employers' non-ownership.

- F. Workers' Compensation Insurance. 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. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- G. CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

- H. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY

with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

4. COUNTY REIMBURSEMENT. The Improvements described in Exhibit "C" require DEVELOPER #1 and DEVELOPER #2 to reimburse the COUNTY Traffic Engineering Division for time expended, computer input and/or fine tuning ("Reimbursement Costs"). COUNTY shall provide separate written notice to DEVELOPER #1 and DEVELOPER #2 when such Reimbursement Costs are due. DEVELOPER #1 and DEVELOPER #2 shall each pay to the COUNTY 50% of the Reimbursement Costs within thirty (30) days' of receiving written notice of the same. Failure on the part of either DEVELOPER #1 or DEVELOPER #2 to pay its respective portion of the Reimbursement Costs shall not affect the other party's status of compliance with this Agreement, nor negatively impact the other party's ability to procure a certificate of occupancy, as provided in Section Six (6) to this Agreement.

5. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement:

- A. DEVELOPER #1 has satisfied the adequacy of the Regional Roadway Network requirements of the Broward County Land Development Code for the Long Lake Estates II Plat as approved by the COUNTY, and
- B. DEVELOPER #2 has satisfied the adequacy of the Regional Roadway Network requirements of the Broward County Land Development Code for the Royal Griffin Plat as approved by the COUNTY.

6. CERTIFICATES OF OCCUPANCY. TOWN agrees not to issue a certificate of occupancy for any development within the Long Lake Estates II Plat until the completion of Improvements and DEVELOPER #1 has paid 50% of the Reimbursement Costs, as provided for in Section Four (4) to this Agreement. CITY agrees not to issue a certificate of occupancy for any development within the Royal Griffin Plat until the completion of Improvements and DEVELOPER #2 has paid 50% of the Reimbursement Costs, as provided for in Section Four (4) to this Agreement.

7. 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 DEVELOPER #1:

GL Homes of Davie Assoc., II, Ltd.
1401 University Drive, Suite 200
Coral Springs, FL 33071

Continental Citrus Corp.
c/o Peter C. Gardner
3701 S.W. 112th Avenue
Davie, FL 33330

For DEVELOPER #2:

Mr. John Lowell, Jr.
Codina, Bush Klein
Two Alhambra Plaza, PH II
Coral Gables, FL 33134

Bellestar Management
6001 Broken Sound Parkway NW
Boca Raton, FL 33487

For the TOWN:

Town Attorney
6591 Orange Drive
Davie, FL 33314

For the CITY:

City Attorney
P.O. Box 290910
Cooper City, FL 33329-0910

8. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida at the expense of DEVELOPER #1 and DEVELOPER #2, with costs to be shared equally. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in either the Long Lake Estates II Plat or the Royal Griffin Plat.

9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

10. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no

way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

11. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

13. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 _____, 2001; TOWN OF DAVIE, signing by and through its Mayor and Town Manager, the CITY OF COOPER CITY, signing by and through its Mayor and Town Manager; DEVELOPER #1, signing by and through its representative(s) duly authorized to execute same; and DEVELOPER #2, signing by and through its representative duly authorized 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 _____, 2001.

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

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, THE CITY OF COOPER CITY, GL HOMES OF DAVIE ASSOCIATES, II, LTD., CONTINENTAL CITRUS CORPORATION AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

TOWN

TOWN OF DAVIE

Witness signature

Witness name printed

Witness signature

Witness name printed

ATTEST:

Town Clerk

CORPORATE SEAL

Mayor- Councilmember

____ day of _____ 2001

Town Manager

____ day of _____ 2001

APPROVED AS TO FORM:

By: _____
Town Attorney

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, THE CITY OF COOPER CITY, GL HOMES OF DAVIE ASSOCIATES, II, LTD., AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

CITY

WITNESSES:

CITY of COOPER CITY

By _____
Mayor-Commissioner
____ day of _____, 2001

ATTEST:

City Clerk

By _____
City Manager
____ day of _____, 2001

APPROVED AS TO FORM:

By _____
City Attorney

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, THE CITY OF COOPER CITY, GL HOMES OF DAVIE ASSOCIATES, II, LTD., AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

DEVELOPER #1

Witnesses:

GL HOMES OF DAVIE ASSOCIATES, II, LTD., a Florida Limited Partnership

By: G.L. Homes of Davie II Corporation, a Florida Corporation, general partner

Kevin Rattelle

KEVIN RATTELLE
Print name

Larry Portney

Larry Portney
Print name

By: Alan J. Fant V.P.

Print Name: Alan J. Fant
Title: Vice-President
Address: 1401 University Drive,
Suite 200, Coral Springs, FL 33071

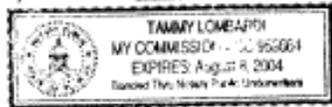
this 21 day of May 2001

(CORPORATE SEAL)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 21 day of May 2001, by Alan J. Fant, as Vice President of G.L. Homes of Davie II Corporation (a Florida Corporation and general partner of GL Homes of Davie Associates, II, Ltd.), on behalf of the corporation/partnership. He is personally known to me or has produced _____ as identification.

(Seal)



My commission expires:

NOTARY PUBLIC:

Tammy Lombardi
Print name:
Commission No:

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, GL HOMES OF DAVIE ASSOCIATES, II, LTD., AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

Witnesses:

Nancy A. McLaughlin

Nancy A. McLaughlin
Print name

Ona C. Bustos

Ona C. Bustos
Print name

CONTINENTAL CITRUS CORPORATION, a Florida Corporation

By: Peter C. Gardner

Print Name: Peter C. Gardner

Title: V.P.

Address: 3701 S.W. 112th Avenue Davie, FL 33330

this 27th day of May 2001

(CORPORATE SEAL)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 27th day of May 2001, by Peter C. Gardner, as V.P. of Continental Citrus Corporation, a Florida Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

[Signature]

Print name:

Commission No.:

(Seal)

My commission expires:

OFFICIAL NOTARY SEAL
LUCY P. LEE PERALDO
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. 0069414
MY COMMISSION EXP. JUNE 17, 2001

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, GL HOMES OF DAVIE ASSOCIATES, II, LTD., AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

MORTGAGEE - LONG LAKE ESTATES II PLAT

Witnesses:

GMAC Residential Funding Corp.



Brian Wood
Print name


DAVID H. PETERSON
Print name

By 

Print Name: Tad MacDonnell
Title: Managing Director
Address: 4800 Montgomery Lane,
Suite 300, Bethesda, MD 20814

this 24th day of May 2001

(CORPORATE SEAL)

STATE OF Maryland,
COUNTY OF Montgomery SS

The foregoing instrument was acknowledged before me this 24th day of May 2001, by Tad MacDonnell as Managing Director of GMAC Residential Funding Corp., a foreign corporation, on behalf of the corporation/partnership. He/she is personally known to me or has produced n/a as identification.

NOTARY PUBLIC:

(Seal)

My commission expires:



Print name:
Commission No:

BELONA TERESITA KIDD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2005

TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY, THE TOWN OF DAVIE, GL HOMES OF DAVIE ASSOCIATES, II, LTD., AND ROYAL GRIFFIN, LTD., FOR ROAD CONCURRENCY RELATING TO THE LONG LAKE ESTATES II PLAT

MORTGAGEE - ROYAL GRIFFIN PLAT

Witnesses:

WASHINGTON MUTUAL BANK,
F.A.

Jennifer Sebrell
Jennifer Sebrell
Print name

By: Lisa Logan
Print Name: Lisa Logan
Title: Asst. Vice President
Address: 2601 tenth Ave. North,
Ste. 202
Lake Worth, FL 33461

Maria Grandmont
MARIA GRANDMONT
Print name

this 22nd day of May 2001

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS

The foregoing instrument was acknowledged before me this 22nd day of May 2001, by LEAFER, as Asst. V.P. of Washington Mutual Bank, F.A., on behalf of the corporation/partnership. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(Seal)

Jennifer Sebrell
Print name:
Commission No:

My commission expires:

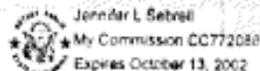


EXHIBIT "A"

DESCRIPTION

A PORTION OF BLOCK 1, BLOCK 1A AND BLOCK 4, MARTHA BRIGHT FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 4; THENCE ALONG THE NORTH LINE OF SAID BLOCK 4, BEING THE NORTH LINE OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 41 EAST, SOUTH 88°31'35" WEST 120.01 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 102-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 102-A, THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 02°09'25" EAST 1.52 FEET; (2) SOUTH 01°59'28" EAST 443.38 FEET TO A POINT OF CURVATURE OF A 2396.83 FOOT RADIUS CURVE CONCAVE TO THE EAST; (3) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'08" AN ARC DISTANCE OF 488.83 FEET TO A POINT OF REVERSE CURVATURE OF A 2186.83 FOOT RADIUS CURVE CONCAVE TO THE WEST; (4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'49" AN ARC DISTANCE OF 115.02 FEET TO A POINT OF NON-TANGENCY; (5) SOUTH 01°59'28" EAST 74.61 FEET TO A POINT ON A 2176.83 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 81°16'43" WEST; (6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'07" AN ARC DISTANCE OF 180.54 FEET TO A POINT OF TANGENCY; (7) SOUTH 03°58'10" EAST 271.04 FEET TO THE NORTHERLY BOUNDARY OF A 50 FOOT WIDE CANAL RESERVATION AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 89°19'48" WEST 2553.86 FEET TO THE WESTERLY BOUNDARY OF SAID BLOCK 4; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 01°57'16" WEST 1472.62 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 4 AND THE SOUTHWEST CORNER OF SAID BLOCK 1A; THENCE ALONG THE WESTERLY BOUNDARY OF SAID BLOCK 1A, NORTH 01°58'29" WEST 1270.46 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1A; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID BLOCK 1A, NORTH 88°31'35" EAST 1286.75 FEET; THENCE NORTH 80°24'58" EAST 1169.54 FEET TO THE NORTHWEST CORNER OF CANAL RIGHT OF WAY PARCEL 104-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, SAID POINT BEING ON A 2350.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°32'57" WEST; THENCE SOUTHERLY, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 104-A AND THE WESTERLY BOUNDARY OF CANAL RIGHT OF WAY PARCEL 103-A AS DESCRIBED IN OFFICIAL RECORD BOOK 19867, PAGE 565 OF SAID PUBLIC RECORDS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°17'39" AN ARC DISTANCE OF 178.11 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY BOUNDARY OF PARCEL 103-A, SOUTH 02°09'25" EAST 1259.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION

TRACT 36 IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 40 EAST, FLORIDA
FRUITLANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF DADE
COUNTY, FLORIDA, LESS RIGHT OF WAY FOR S.W. 118TH AVENUE AND LESS RIGHT
OF WAY FOR THE C11 SOUTH CANAL.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND
CONTAINING 8.591 ACRES, MORE OR LESS.

EXHIBIT "C": IMPROVEMENTS

DEVELOPER #1 and DEVELOPER #2 shall be responsible for all data collection, analyses and fine tuning field review for the re-timing of the traffic signals on Griffin Road between University Drive and Flamingo Road, inclusive. DEVELOPER #1 and DEVELOPER #2 shall reimburse the Traffic Engineering Division for employee time expended during review, computer input and fine tuning. After the completion of the roadway widening project of Griffin Road east of University Drive, DEVELOPER #1 and DEVELOPER #2 shall implement this project again.

1. DATA COLLECTION:

Data collection shall include the following as a minimum:

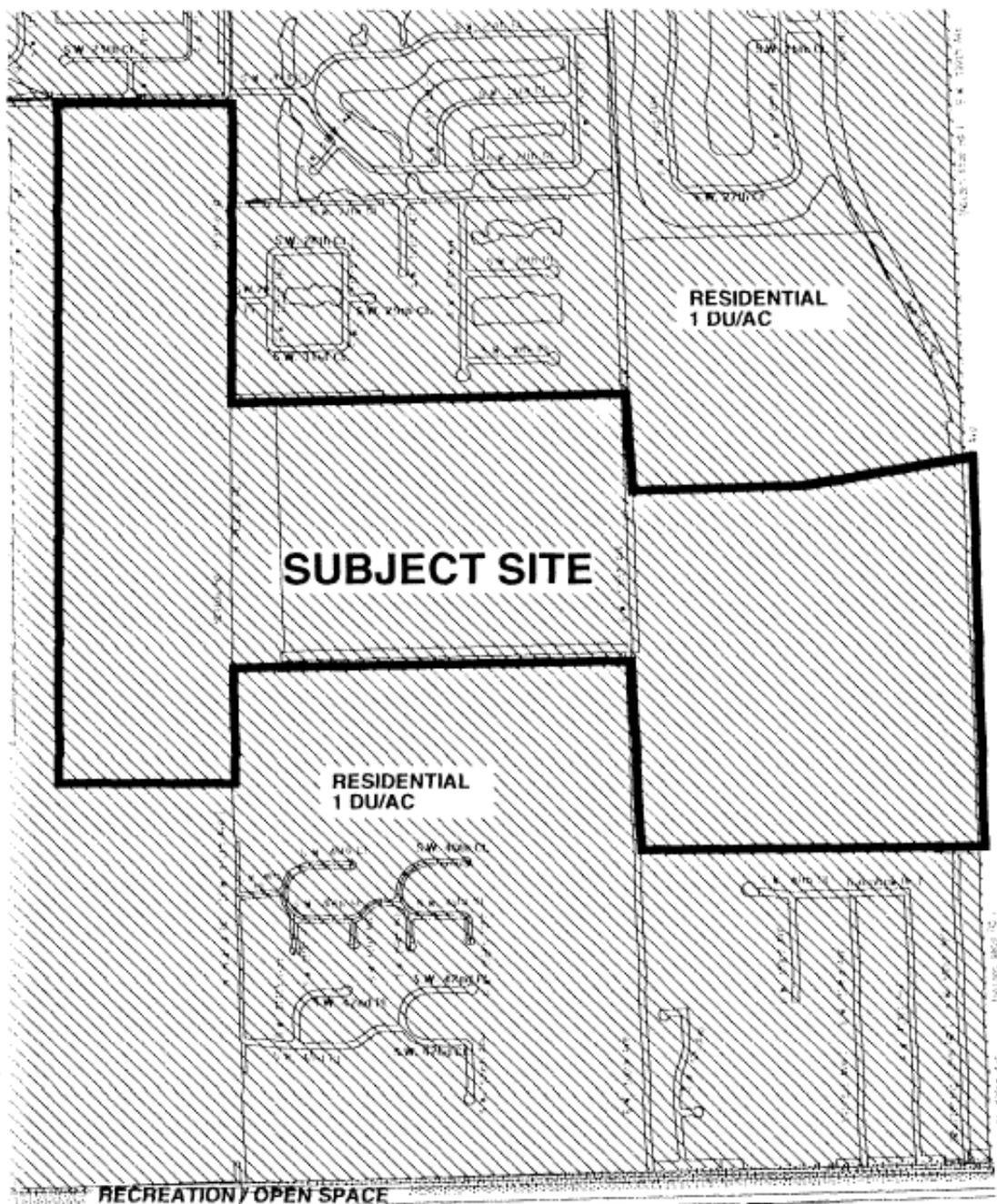
- A. Turning movement counts on a normal Tuesday, Wednesday or Thursday between the times of 7:00 AM and 11:00 AM and 1:00 PM and 4:00 PM and 7:00 PM and a normal Saturday from 1:00 PM and 3:00 PM at all signalized intersections of Griffin Road as described above.
- B. Automatic recording machine counts be fifteen minutes for each day for one normal week by direction at the two locations listed below along Griffin Road.
 - 1) west of University Drive;
 - 2) west of Nob Hill Road approximately one mile.

2. ANALYSIS:

Develop a minimum of four and a maximum of five timing patterns, depending on the number of patterns required based on the data collected, utilizing Synchro 4.0 or earlier. Outputs shall include as a minimum, time-space diagrams, offsets, splits, cycle lengths and comprehensive level of service reports. The patterns shall be for the morning peak, midday peak, evening peak and off peak periods.

3. FIELD REVIEW AND FINE TUNING:

Collect data acceptable to the Traffic Engineering Division to fine tune the above timing plans and pay Traffic Engineering Division for the cost of inputting the revised data into the system.

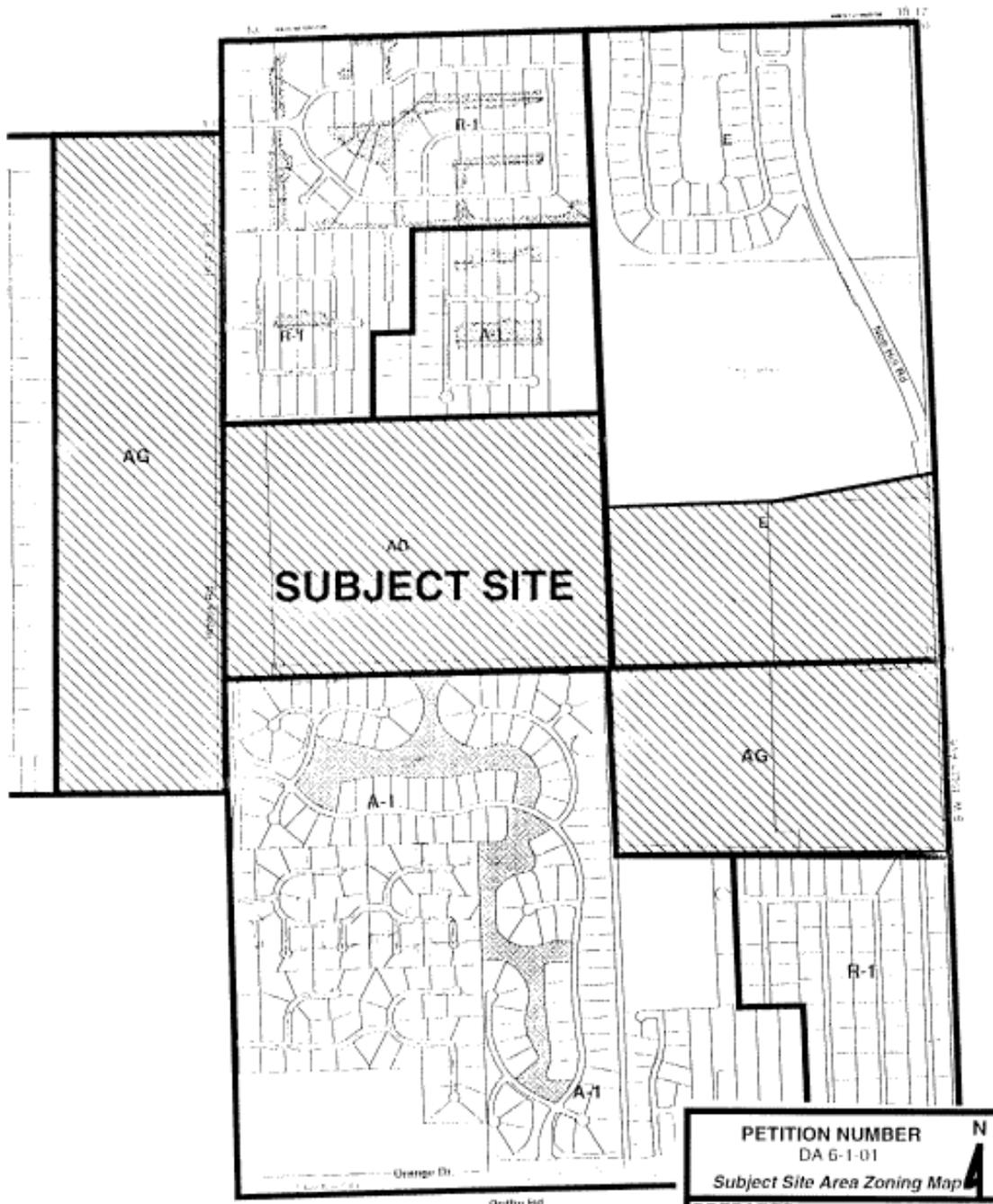


PETITION NUMBER
 DA 0-1-01
Subject Site Area
Future Land Use Plan

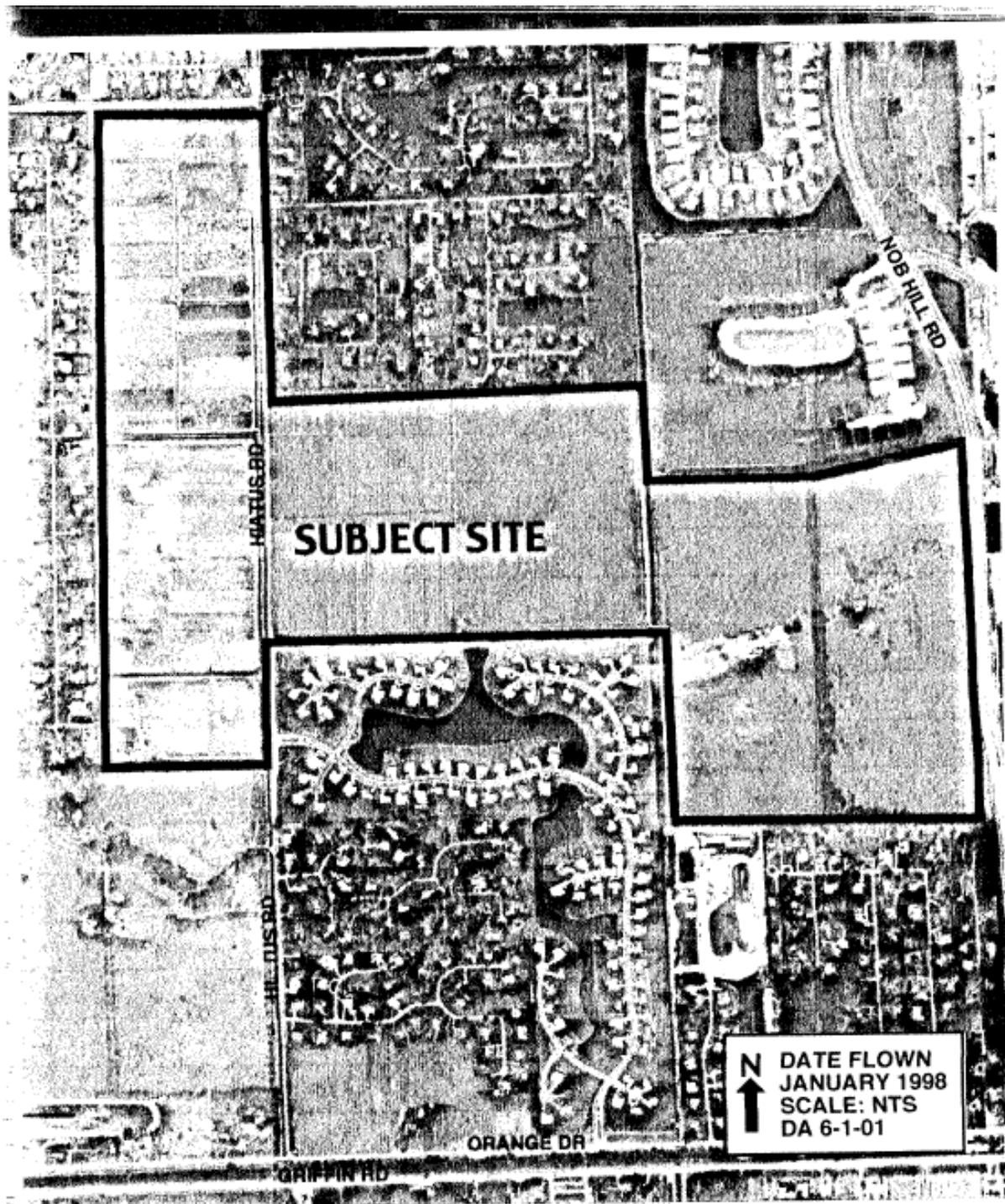
N
4

PREPARED 6/20/01
 BY THE PLANNING &
 ZONING DIVISION

Scale 1"=1000'



PETITION NUMBER N
 DA 6-1-01
Subject Site Area Zoning Map
PREPARED 10/20/01
BY THE PLANNING & SCALE: 1" = 100'
ZONING DIVISION



SUBJECT SITE

N
↑
DATE FLOWN
JANUARY 1998
SCALE: NTS
DA 6-1-01