

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101
Prepared by: Christopher M. Gratz, Planner II

SUBJECT: Developer's Agreement, DA 7-1-03 Pine Island Commercial Plat
8501 Orange Drive/Generally located at the northwest corner of Pine Island Road and Orange Drive

AFFECTED DISTRICT: District 3

TITLE OF AGENDA ITEM: 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, AND WESTBROOKE HOMES, BG PINE ISLAND CORPORATION AND 77 ACRES TRUST, FOR THE INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE PINE ISLAND COMMERCIAL PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: On March 3, 1998, Town Council approved the Pine Island Commercial Plat by Resolution 98-78. In order to ensure the protection of public health and safety for this plat, the developer is entering into an Installation of Required Improvements Agreement. The improvements specified in the original agreement are being modified slightly due to the residential development that has been approved for the site. The Town is party to this Developers Agreement solely for the purpose of issuing or withholding the issuance of a certificate of occupancy prior to the completion of the improvements according the schedule set forth in the Agreement.

PREVIOUS ACTIONS: Resolution R 99-243 was approved on July 21, 1999, for the installation of required improvements associated with the Pine Island Commercial Plat.

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

Attachment(s): Resolution, Installation of Required Improvements Agreement, Future Land Use Map, Zoning and Aerial Map

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, AND WESTBROOKE HOMES, BG PINE ISLAND CORPORATION AND 77 ACRES TRUST, FOR THE INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE PINE ISLAND COMMERCIAL PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Westbrooke Homes, BG Pine Island Corporation and 77 Acres Trust proposes to develop properties known as the Pine Island Commercial Plat (167-50); and

WHEREAS, the Broward County Board of County Commissioners requires the construction of certain road improvements related to said 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, Westbrooke Homes, BG Pine Island Corporation and 77 Acres Trust, and the Town of Davie, whereby the Town of Davie shall not issue any certificates of occupancy for any development within the plat prior to the completion of the improvements according to the schedule set forth in Exhibit "B" of 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 _____, 2003.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

Return recorded copy to:

Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

Hoyt Holden
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL. 33316

INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY, "

AND

Westbrooke Homes, BG Pine Island Corporation and 77 Acres Trust, its successors and assigns, hereinafter referred to as "DEVELOPER,"

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town of Davie, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN".

WHEREAS, DEVELOPER'S Project, known as Pine Island Commercial Development Management Division File No. 001-MP-98, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof;" and

WHEREAS, the Project was approved by the Board of County Commissioners of Broward County on June 3, 2003, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; 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 made a part hereof; NOW THEREFORE,

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

CAF#450
01/01/02

1



1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
 - (a) DEVELOPER agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
 - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, TOWN, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by 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) If property is located within a municipality, TOWN agrees not to issue building permits for construction of a principal building within the Project until such time as DEVELOPER provides TOWN with written confirmation from COUNTY that engineering plans for the required improvement have been approved by the Broward County Engineering Division and that DEVELOPER has complied with paragraph 4. of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue building permits for construction of a principal building within the Project until such time as the DEVELOPER has complied with paragraph 4. of this Agreement.
 - (d) If property is located within a municipality, TOWN agrees not to issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B." If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."
 - (e) DEVELOPER agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.

CAF#450
01/01/02



3. 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.

4. SECURITY AND DEFAULT.

PLEASE CHECK THE APPROPRIATE SECTION BELOW

[] (a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of _____ Dollars (\$ _____). 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.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project 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 _____ Dollars (\$ _____), 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."
- (3) 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 Project 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 Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

CAF#450
01/01/02



- (4) 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.
- (6) DEVELOPER shall ensure that the substitute 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.
- (7) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described 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 one (1) month 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 Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.

(b) Surety Bond or Letter of Credit.

- (1) Prior to the DEVELOPER recording the plat or any agreements which were conditions of approval for the Project, the DEVELOPER shall provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which is acceptable to the COUNTY and which guarantees the DEVELOPER'S performance of the

CAF#450
01/01/02



construction obligations set forth in this Agreement in the total amount of \$ _____.

- (2) If the DEVELOPER obtains certificates of occupancy prior to completion of the applicable Improvements, contrary to the schedule set forth in Exhibit "B," the DEVELOPER shall be in default of this Agreement. In the event the DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set out in paragraph 4.(b)(1), plus costs as set forth herein. If COUNTY draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of 12 percent per annum.
- (4) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S road improvement obligation is 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.
- (5) In the event the security expires, is canceled or is disaffirmed, COUNTY shall send notice to DEVELOPER according to the notice provisions of this Agreement and DEVELOPER shall have one (1) month 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 Required Offsite Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount set forth in paragraph 4.(b)(1), or stated portion thereof. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Offsite Improvements may be recorded against and apply only to such parcel or portion of the Project.

[] (c) Cash Bond.

- (1) The Improvements identified in Exhibit "B" shall be secured by cash, or check (cashier's, certified, or registered), or money order issued by

CAF#450
01/01/02



_____ (financial institution), in the amount of _____ Dollars (\$ _____), payable to the Broward County Board of County Commissioners. The DEVELOPER may at its option, later provide to the COUNTY a surety bond or letter of credit acceptable to COUNTY, in like amount, that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a surety bond or letter of credit the provisions of subsection 4(b) above shall apply.

(2) The estimated costs of the Improvements are _____ Dollars (\$ _____).

(3) Upon completion of the Improvements, and acceptance by the applicable unit of local government, the DEVELOPER shall notify the Broward County Engineering Division of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER'S one (1) year maintenance obligations if the Improvements are made to a County road, the COUNTY shall have ninety (90) days to remit _____ Dollars (\$ _____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a surety bond or letter of credit.

5. Upon the completion of one or more of the road 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 roadway 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 road 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," for roadways subject to COUNTY permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the DEVELOPER shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.

6. DEVELOPER agrees that the construction contract(s) for the Improvements shall:

CAF#450
01/01/02



- (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.
- (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.

CAF#450
01/01/02



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

CAF#450
01/01/02

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.

7. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, 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 road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. **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
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

CAF#450
01/01/02



For the DEVELOPER:

Westbrooke Companies, David Webber

1860 Old Okeechobee Road, Suite 503

West Palm Beach, FL. 33409

9. **RELEASE.** When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Partial 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 Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. **RECORDATION.** 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. However, the amount set forth in paragraph 4.(b)(1) above shall not constitute a lien on the property unless and until the provisions of paragraph 4.(b)(5) are activated by the recording of a "Notice of Lien for Required Offsite Improvements."
10. **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.
11. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
12. **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.

CAF#450
01/01/02

10



For the DEVELOPER:

77 Acres Trust, BG Pine Island Corporation

Charles D. Brecker, Katz, Barron, et. al.

100 NE 3rd Street, #280, Fort Lauderdale, FL. 33301

9. **RELEASE.** When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Partial 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 Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. **RECORDATION.** 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. However, the amount set forth in paragraph 4.(b)(1) above shall not constitute a lien on the property unless and until the provisions of paragraph 4.(b)(5) are activated by the recording of a "Notice of Lien for Required Offsite Improvements."
10. **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.
11. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
12. **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.

CAF#450
01/01/02

10



13. **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.
14. **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.
15. **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.
16. **ASSIGNMENT AND ASSUMPTION.** DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
17. **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 COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CAF#450
01/01/02

11



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 and Vice Chair, authorized to execute same by Board action on the _____ day of _____, 20__, and _____, through its duly authorized representative to execute same and the CITY, signing by and through its _____, 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 _____, 20__

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
_____ day of _____, 20__

CAF#450
01/01/02



DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)
Print name:_____

Name of Developer (Individual)

(Signature)
Print name:_____

(Signature)
Print name:_____
Print address:_____

____ day of _____, 20__

ACKNOWLEDGMENT: INDIVIDUAL

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ who is
 personally known to me, or
 produced identification. Type of identification produced _____.

(Seal)

NOTARY PUBLIC:

Print name:

My commission expires:

CAF#450
01/01/02



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Westbrooke Homes

Name of Developer (corporation/partnership)

By Westbrooke Companies, Inc., it's General Partnership

By David Webber

(Signature)

Print name: David Webber

Title: Vice President, Westbrooke Companies, Inc.

Address: 1880 Old Okeechobee Road, Suite 503

West Palm Beach, FL. 33409

11 day of July, 2003

(Signature)

Print name: Jennifer L. Sorenson

(Signature)

Print name: Robert W. Jackson Jr.

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary:

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS
COUNTY OF Summit)

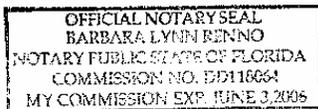
The foregoing instrument was acknowledged before me this 11th day of July, 2003, by DAVID WEBBER, as VICE PRESIDENT of WESTBROOKE COMPANIES, a FLORIDA corporation/partnership, on behalf of the corporation/partnership. He or she is:
 personally known to me, or
 produced identification. Type of identification produced _____.

(Seal)

My commission expires:

NOTARY PUBLIC:

Print name: BARBARA LYNN RENNO



CAF#450
01/01/02



TOWN
(If Property is located within a City)

WITNESSES:

ATTEST:

City Clerk

TOWN of Davie _____

By _____
Mayor-Commissioner

____ day of _____, 20⁰³

By _____
City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

CAF#450
01/01/02

10



EXHIBIT "A"

LAND DESCRIPTION

ALL OF PARCELS A, B AND C OF PINE ISLAND COMMERCIAL AS RECORDED IN PLAT BOOK 167
PAGE 50 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CAF#450
01/01/02

18



EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

<u>Road Improvement</u>	<u>Completion Date</u>
1) Staff recommendation #15 - Physical channelization of the 40' opening on Pine Island Road.	Prior to first Certificate of Occupancy
2) Staff recommendation #16 - Removal of all existing driveways in consistent with approval openings in the NVAL.	Prior to first Certificate of Occupancy
3) Staff recommendation #17 - Westbound right turn lanes on Orange Drive at the East 50' opening with 150' of storage and 100' of transition.	Prior to first Certificate of Occupancy
4) Staff recommendation #18 - Westbound right turn lane on Orange Drive at the 80' opening with 200' of storage and 100' of transition.	Prior to first Certificate of Occupancy
5) Staff recommendation #19 - Eastbound left turn lane on Orange Drive at the 80' opening with 200' of storage and 100' of transition.	Prior to first Certificate of Occupancy
6) Staff recommendation #20 and #21 - Deleted	Prior to first Certificate of Occupancy
7) Staff recommendation #22 - Sidewalk along Orange Drive adjacent to this plat	Prior to first Certificate of Occupancy
8) Staff recommendation #23 - Deleted	Prior to first Certificate of Occupancy
9) Staff recommendation #7 (in the NVAL Amendment Report) - Physical channelization of the West 50' opening on Organge Drive as specified under the NVAL requirements	Prior to first Certificate of Occupancy
10) Staff recommendation #9 (in the NVAL Amendment Report) - Pavement markings and signing as necessary to complete the above referenced improvements in this agreement	Prior to first Certificate of Occupancy

CAF#450
01/01/02



LAND DESCRIPTION
A PORTION OF PARCELS A AND B
"PINE ISLAND COMMERCIAL"
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA
NOTE AMENDMENT - TRACT A

A portion of Parcels A and B, "PINE ISLAND COMMERCIAL", according to the plat thereof as recorded in Plat Book 167, Page 50 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Parcel 'A';

THENCE North 02°05'55" West, on the West line of said Parcel "A", a distance of 168.58 feet;

THENCE North 87°54'05" East, a distance of 24.23 feet to a point on the arc of a non-tangent curve concave Northeasterly whose radius point bears North 43°22'51" East and a point on the Westerly line of a 32.00 foot Lake Maintenance Easement as shown on said plat "PINE ISLAND COMMERCIAL";

THENCE Southeasterly on the arc of said curve and on said Lake Maintenance Easement, having a radius of 67.00 feet, a central angle of 44°31'55" and an arc distance of 52.07 feet to a point of non-tangency;

THENCE North 88°27'19" East, a distance of 95.47 feet;

THENCE North 83°24'41" East, a distance of 12.44 feet to the beginning of a tangent curve concave Northwesterly and a point on the Easterly line of a Conservation Easement as described in Official Records Book 30470, Page 397, of the Public Records of Broward County, Florida;

THENCE on said Conservation Easement the following four (4) courses and distances;

1. Northeasterly on the arc of said curve having a radius of 120.00 feet, a central angle of 28°11'26" and an arc distance of 59.04 feet to a point of tangency;
2. North 55°13'15" East, a distance of 105.89 feet to the beginning of a tangent curve concave Northwesterly;
3. Northeasterly on the arc of said curve having a radius of 220.00 feet, a central angle of 53°43'19" and an arc distance of 206.28 feet to a point of tangency;
4. North 01°29'56" East, a distance of 75.59 feet to a point on said 32.00 foot Lake Maintenance Easement line;

Prepared by:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Ellis Drive, Suite 600
Fort Lauderdale, Florida 33316
5/13/2003
P:\Projects\2002\022467 Pine Island Commercial\SURVEY\Legal Descriptions\022467 Note Amendment Tract A LGL.doc

Sheet 1 of 5 Sheets

THENCE South 88°30'04" East on said Lake Maintenance Easement line, a distance of 12.00 feet to a point on the arc of a non-tangent curve concave Southwesterly whose radius point bears North 88°30'04" West;

THENCE Northwesterly on the arc of said curve and on said Lake Maintenance Easement line, having a radius of 67.00 feet, a central angle of 27°31'41" and an arc distance of 32.19 feet to a point of non-tangency;

THENCE North 01°27'54" West, a distance of 49.15 feet to a point on the North boundary line of said Parcel "A";

THENCE North 88°32'06" East on said North boundary line, a distance of 749.57 feet to the Northeast corner of said Parcel "A";

THENCE on the East boundary line of said Parcel "A" the following three (3) courses and distances;

1. South 02°07'53" East, a distance of 95.13 feet;
2. North 87°52'07" East, a distance of 12.00 feet;
3. South 02°07'53" East, a distance of 260.80 feet;

THENCE South 87°52'07" West, a distance of 302.03 feet;

THENCE South 02°07'53" East, a distance of 59.28 feet to a point on the North line of a Ingress-Egress Easement as shown on said plat "PINE ISLAND COMMERCIAL";

THENCE South 88°27'19" West on said Ingress-Egress line, a distance of 50.00 feet;

THENCE South 02°07'53" East on said Ingress-Egress line, a distance of 124.00;

THENCE South 01°32'41" East, a distance of 12.00 feet to a point on the South boundary line of said Parcel "A";

THENCE on said South boundary line the following seven (7) courses and distances;

1. North 84°42'07" West, a distance of 100.72 feet;
2. South 88°27'19" West, a distance of 295.00 feet;

Prepared by:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
5/13/2003
P:\Projects\2002\022467 Pine Island Commercial\SURVEY\Legal Descriptions\022467.Note Amendment Tract A LGL.dwg

Sheet 2 of 5 Sheets

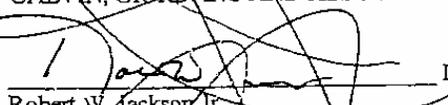
3. South 01°32'41" East, a distance of 12.00 feet;
4. North 84°42'07" West, a distance of 100.72 feet;
5. South 88°27'19" West, a distance of 217.00 feet;
6. South 01°32'41" East, a distance of 12.00 feet;
7. South 88°27'19" West, a distance of 133.43 feet to the **POINT OF BEGINNING**.

Said lands lying in the Town of Davie, Broward County, Florida and containing 435,310 square feet (9.9933 acres) more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are relative to the South boundary of Parcel 'A', "PINE ISLAND COMMERCIAL", Plat Book 167, Page 50, Broward County, Florida. Line Bears North 88°27'19" East
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey

CALVIN, GIORDANO AND ASSOCIATES, INC.


 Robert W. Jackson Jr.
 Professional Surveyor and Mapper
 Florida Registration Number LS 4158

Date: 5/13/2003

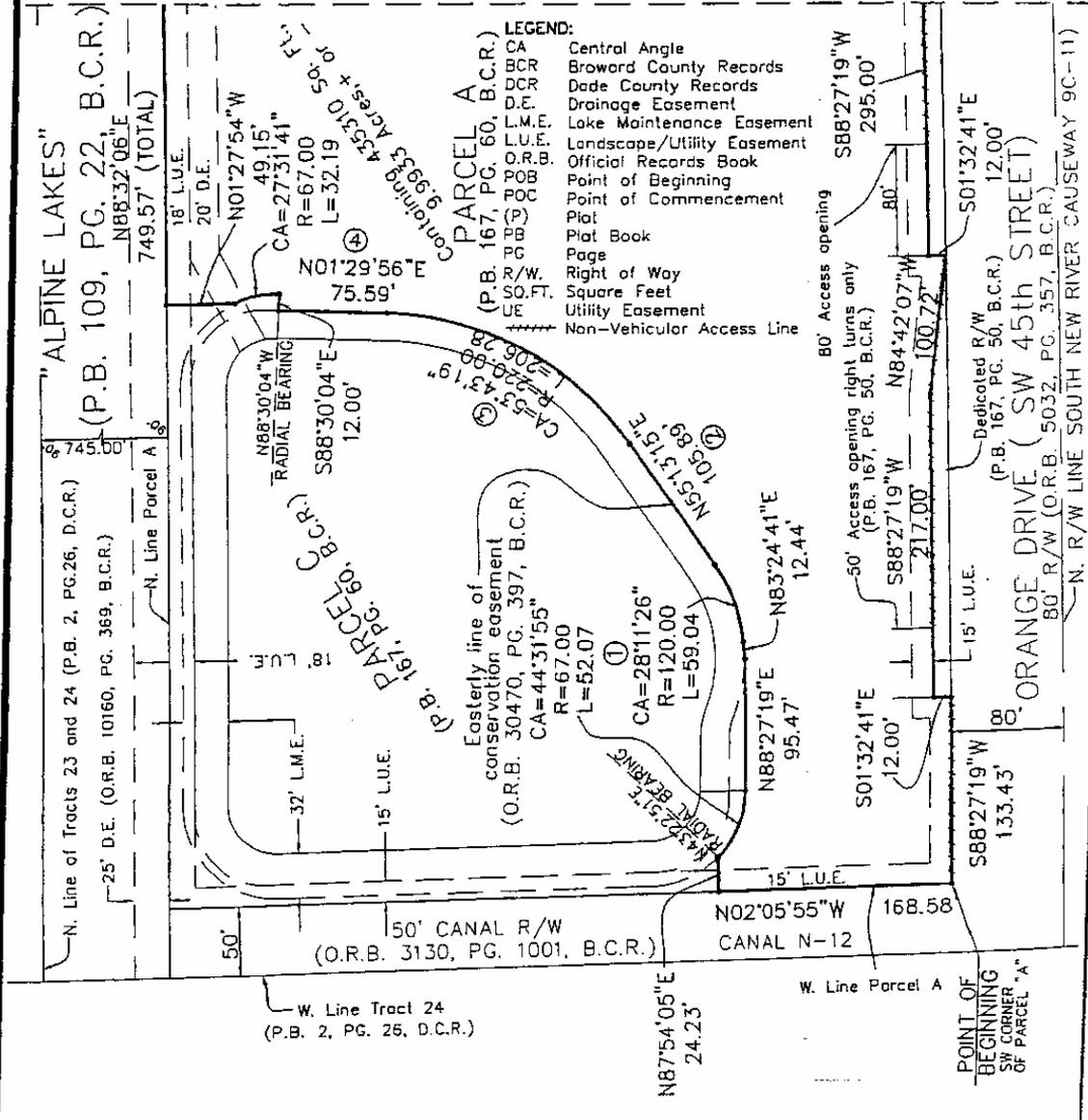
Prepared by:
 CALVIN, GIORDANO AND ASSOCIATES, INC.
 1800 Eller Drive, Suite 500
 Fort Lauderdale, Florida 33316
 5/13/2003
 P:\Projects\2002\022467 Pine Island Commercial SURVEY\Legal\Descriptions\022467 Nazir Amendment Tract A LGL.doc

Sheet 3 of 5 Sheets

SKETCH OF DESCRIPTION

NOTE AMENDMENT - TRACT A
 PORTION OF PARCELS A AND B "PINE ISLAND COMMERCIAL"
 PLAT BOOK 167, PAGE 50
 TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

SEE SHEET 5 OF 5



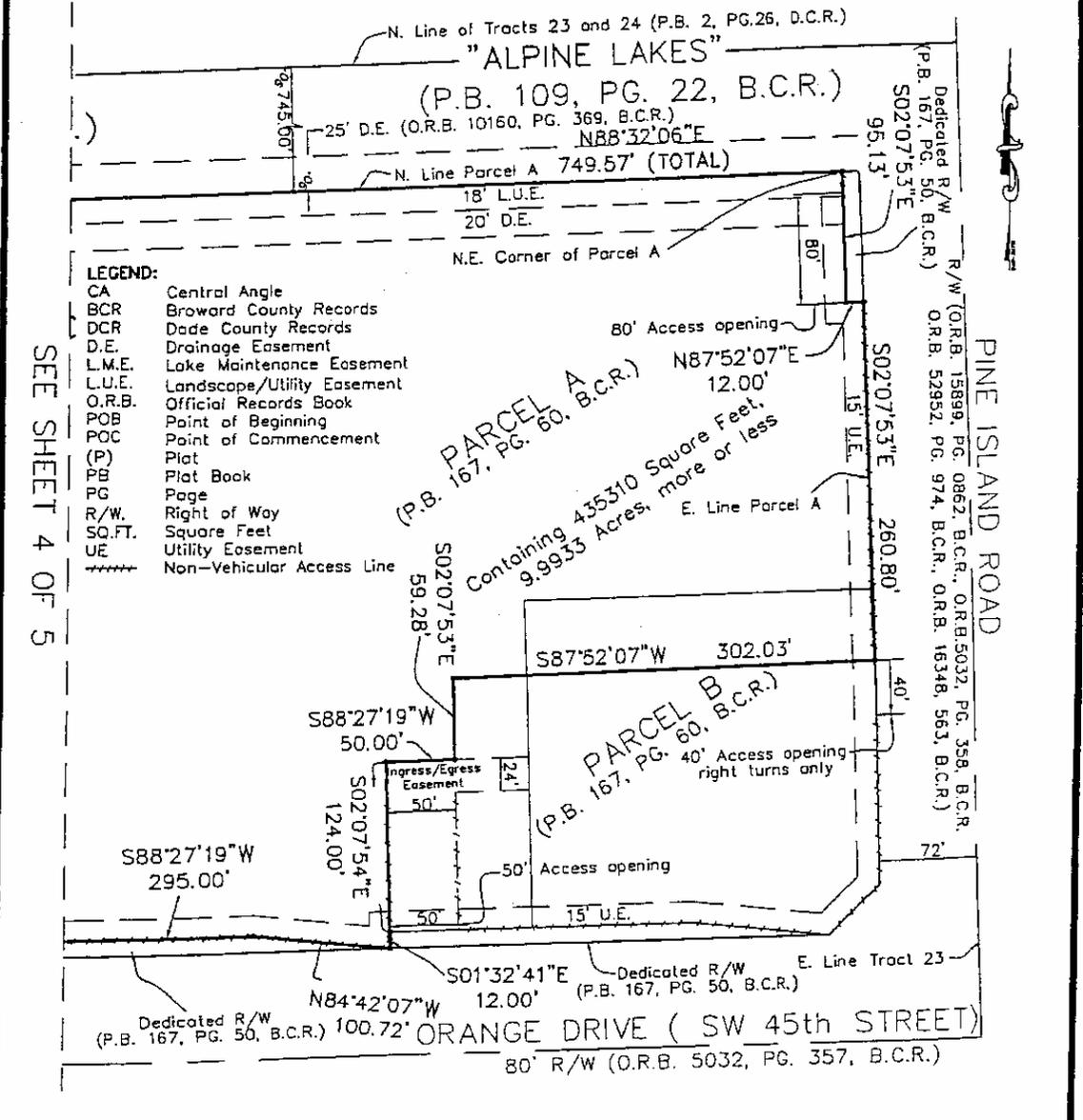
- LEGEND:
- CA Central Angle
 - BCR Broward County Records
 - DCR Dade County Records
 - D.E. Drainage Easement
 - L.M.E. Lake Maintenance Easement
 - L.U.E. Landscape/Utility Easement
 - O.R.B. Official Records Book
 - P.O.B. Point of Beginning
 - P.O.C. Point of Commencement
 - PLOT Plot
 - P.B. Plot Book
 - PAGE Page
 - R/W Right of Way
 - SQ.FT. Square Feet
 - UTILITY Utility Easement
 - N-V.A.L. Non-Vehicular Access Line

 <p>Calvin, Giordano & Associates, Inc. Engineers Surveyors Planners 1800 Eller Drive Suite 800 Fort Lauderdale, Florida 33319 954.921.7781 954.921.8887 Fax</p>	SKETCH OF DESCRIPTION A PORTION OF PARCELS A & B "PINE ISLAND COMMERCIAL"		SCALE 1"=100'	PROJECT No. 02-2467	SHEET 4
	PLOT DATE 09-04-02	CAD FILE	OF 5		

P:\PROJECTS\2002\022467 PINE ISLAND COMMERCIAL\SURVEY\SKETCH\NOTE AMENDMENT TRACT A.DWG

SKETCH OF DESCRIPTION

NOTE AMENDMENT - TRACT A
 PORTION OF PARCELS A AND B "PINE ISLAND COMMERCIAL"
 PLAT BOOK 167, PAGE 50
 TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



 Calvin, Giordano & Associates, Inc. Engineers Surveyors Planners 1800 Siler Drive Suite 600 Fort Lauderdale, Florida 33318 954.921.7781 954.921.9507 fax	SKETCH OF DESCRIPTION A PORTION OF PARCELS A & B "PINE ISLAND COMMERCIAL"	SCALE 1"=100'	PROJECT No 02-2467	SHEET 5
		PLOT DATE 09-04-02	CAD FILE	OF 5

LAND DESCRIPTION
A PORTION OF PARCELS A AND B
"PINE ISLAND COMMERCIAL"
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA
NOTE AMENDMENT - TRACT B

A portion of Parcels A and B, "PINE ISLAND COMMERCIAL", according to the plat thereof as recorded in Plat Book 167, Page 50 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Southernmost S.E. corner of said Parcel 'B';

THENCE North 84°41'22" West on the South line of said Parcel 'B', a distance of 100.53 feet;

THENCE South 87°27'18" West, a distance of 217.00 feet to a point on the West line of an Ingress-Egress Easement as shown on said plat of "PINE ISLAND COMMERCIAL";

THENCE North 02°07'54" West on said Ingress-Egress line, a distance of 124.00 feet to a point on the North line of said Ingress-Egress Easement as shown on said plat "PINE ISLAND COMMERCIAL";

THENCE North 88°27'18" East on the said North Ingress-Egress line, a distance of 50.00 feet;

THENCE North 02°07'54" West, a distance of 59.28;

THENCE North 87°52'06" East, a distance of 302.03 feet to a point on the East boundary line of said Parcel "B";

THENCE South 02°07'54" East on said East boundary line of Parcel "B", a distance of 163.01 feet;

THENCE South 43°09'42" West on the Southeasterly boundary line of Parcel "B", a distance of 49.75 feet to the **POINT OF BEGINNING**

Said lands lying in the Town of Davie, Broward County, Florida and containing 62,418 square feet (1.4329 acres) more or less.

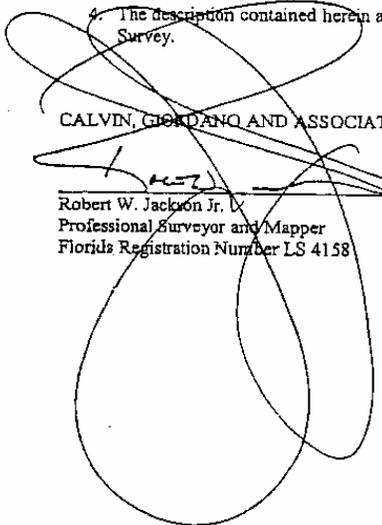
Prepared by:
CALVIN GIORDANO AND ASSOCIATES, INC.
1800 NE 1st Drive, Suite 400
Fort Lauderdale, Florida 33316
5/13/2003
F:\Projects\0007022467 Pine Island Commercial\SURVEY\Legal Descriptions\022467 Note Amendment Tract B LGL.doc

Sheet 1 of 3 Sheets

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are relative to the South boundary of Parcel 'A', "PINE ISLAND COMMERCIAL", Plat Book 167, Page 50, Broward County, Florida. Line Bears North 88°27'18" East
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.


Date: 5/13/2003
Robert W. Jackson Jr.
Professional Surveyor and Mapper
Florida Registration Number LS 4158

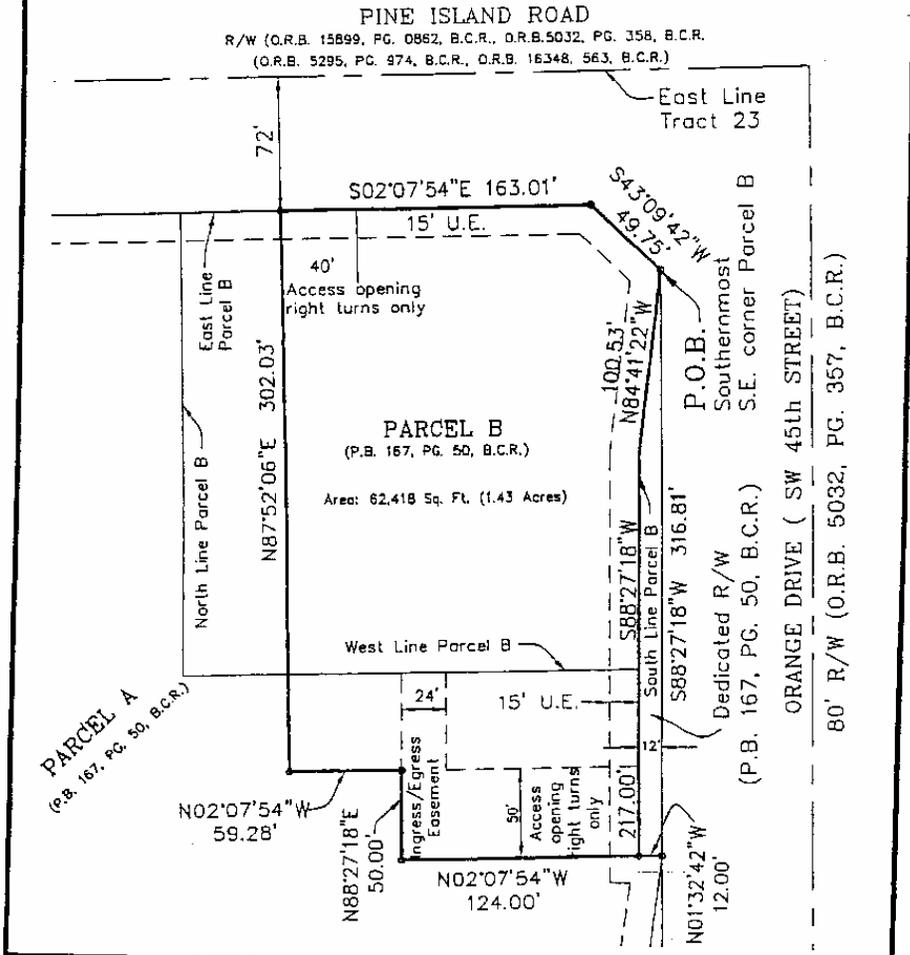
Prepared by:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 400
Fort Lauderdale, Florida 33316
3131282
P:\Projects\0207022487 Pine Island Commercial SURVEY\Legal Descriptions\022467 West Archedeck Trail B EOL.doc

Sheet 2 of 3 Sheets

SKETCH OF DESCRIPTION NOTE AMENDMENT - TRACT B PORTION OF PARCELS A AND B "PINE ISLAND COMMERCIAL"

PLAT BOOK 167, PAGE 50
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

- LEGEND:**
- CA Central Angle
 - BCR Broward County Records
 - DCR Dade County Records
 - D.E. Drainage Easement
 - L.M.E. Lake Maintenance Easement
 - L.U.E. Landscape/Utility Easement
 - O.R.B. Official Records Book
 - POB Point of Beginning
 - POC Point of Commencement
 - (P) Plat
 - PB Plat Book
 - PG Page
 - R/W. Right of Way
 - SO.FT. Square Feet
 - UE Utility Easement
 - Non-Vehicular Access Line



	Calvin, Giordano & Associates, Inc. Engineers Surveyors Planners 1900 River Drive Suite 400 Fort Lauderdale, Florida 33316 954.881.7781 954.881.0807 fax	SKETCH OF DESCRIPTION A PORTION OF PARCELS A & B "PINE ISLAND COMMERCIAL"	SCALE 1"=60'	PROJECT NO. 02-2467	SHEET 3
			PLOT DATE 09-04-02	CAD FILE	OF 3

P:\PROJECTS\1002\022467 PINE ISLAND COMMERCIAL\SURVEY\SKETCH\NOTE AMENDMENT TRACT B.dwg 01-13-2003

LAND DESCRIPTION
A PORTION OF PARCEL A AND ALL OF PARCEL C
"PINE ISLAND COMMERCIAL"
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA
NOTE AMENDMENT - TRACT C

A portion of Parcel A and all of Parcel C, "PINE ISLAND COMMERCIAL", according to the plat thereof as recorded in Plat Book 167, Page 50 of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Parcel A;

THENCE North 02°05'55" West, on the West line of said Parcel "A", a distance of 168.58 feet to the POINT OF BEGINNING;

THENCE continue North 02°05'55" West on said West line of Parcel A, a distance of 387.24 feet to the Northwest corner of said Parcel A;

THENCE North 88°32'06" East on the North line of said Parcel A, a distance of 435.73 feet;

THENCE South 01°27'54" East, a distance of 49.15 feet to a point on the Easterly line of 32.00 foot Lake Maintenance Easement as shown on said PINE ISLAND COMMERCIAL, said point being located on the arc of a non tangent curve concave to the West, a radial line through said point bears North 63°58'15" East;

THENCE Southerly on said Easterly line of a 32.00 foot Lake Maintenance Easement and on the arc of said curve having a radius of 67.00 feet, through a central angle of 27°31'41", an arc distance of 32.19 feet to a point of non tangency;

THENCE North 88°30'04" West on the Southerly line of said 32.00 foot Lake Maintenance Easement, a distance of 12.00 feet to the intersection with the Easterly line of a Conservation Easement as described in Official Records Book 30470, Page 397 of the Public Records of Broward County, Florida;

THENCE on said Easterly line of a Conservation Easement the following five (5) courses and distances;

1. South 01°29'56" West, a distance of 75.59 feet; to the beginning of tangent curve concave to the Northwest;
2. Southwesterly on the arc of said curve having a radius of 220.00 feet, through a central angle of 53°43'19", an arc distance of 206.28 feet to a point of tangency;

Prepared by:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
5/15/2003
F:\Projects\2002\022467 Pine Island Commercial\SURVEY\Legal Descriptions\022467 Note Amendment Tract C LGL.doc

Sheet 1 of 3 Sheets

3. South 55°13'15" West, a distance of 105.89 feet to the beginning of tangent curve concave to the North;
4. Westerly on the arc of said curve having a radius of 120.00 feet, through a central angle of 28°11'26", an arc distance of 59.04 feet to a point of tangency;
5. South 83°24'41" West, a distance of 12.44 feet;

THENCE South 88°27'19" West, a distance of 95.47 feet to a point on the arc of a non tangent curve concave to the North, a radial line through said point bears South 01°09'04" East;

THENCE Westerly on the arc of said curve having a radius of 67.00 feet, through a central angle of 44°31'55", an arc distance of 52.07 feet to a point of non tangency;

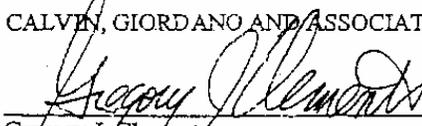
THENCE South 87°54'05" West, a distance of 24.23 feet to the POINT OF BEGINNING;

Said lands lying in the Town of Davie, Broward County, Florida and containing 154,493 square feet (3.5467 acres) more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are relative to the South boundary of Parcel 'A', "PINE ISLAND COMMERCIAL", Plat Book 167, Page 50, Broward County, Florida. Line Bears North 88°27'19" East
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

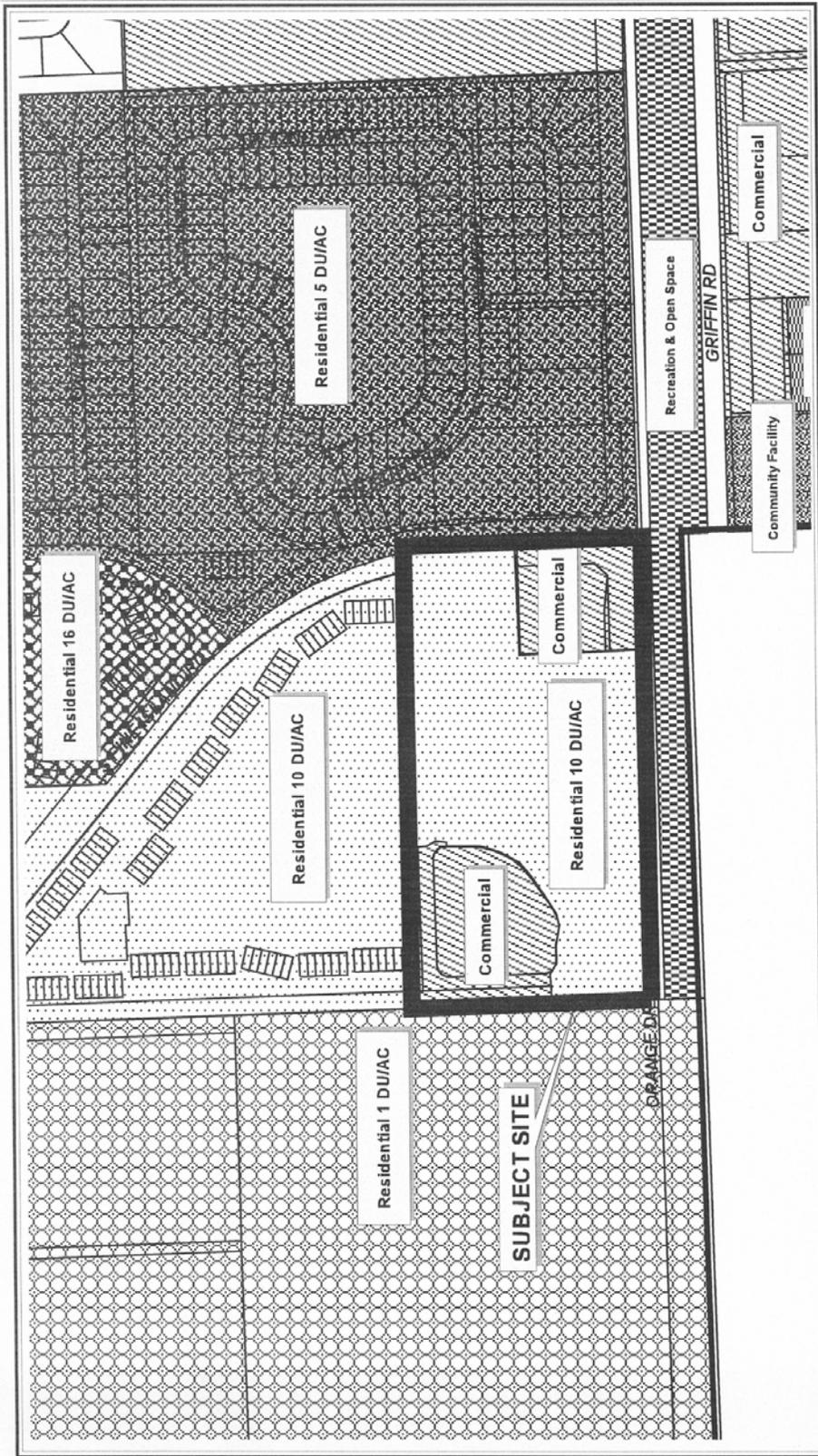
CALVIN, GIORDANO AND ASSOCIATES, INC.


 Gregory J. Clements
 Professional Surveyor and Mapper
 Florida Registration Number LS 4158

Date: 5-13-03

Prepared by:
 CALVIN, GIORDANO AND ASSOCIATES, INC.
 1800 Eller Drive, Suite 600
 Fort Lauderdale, Florida 33316
 5/13/2003
 F:\Projects\2002\022467 Pine Island Commercial\SURVEY\Legal Descriptions\022467.Note Amendment Tract C L&L.doc

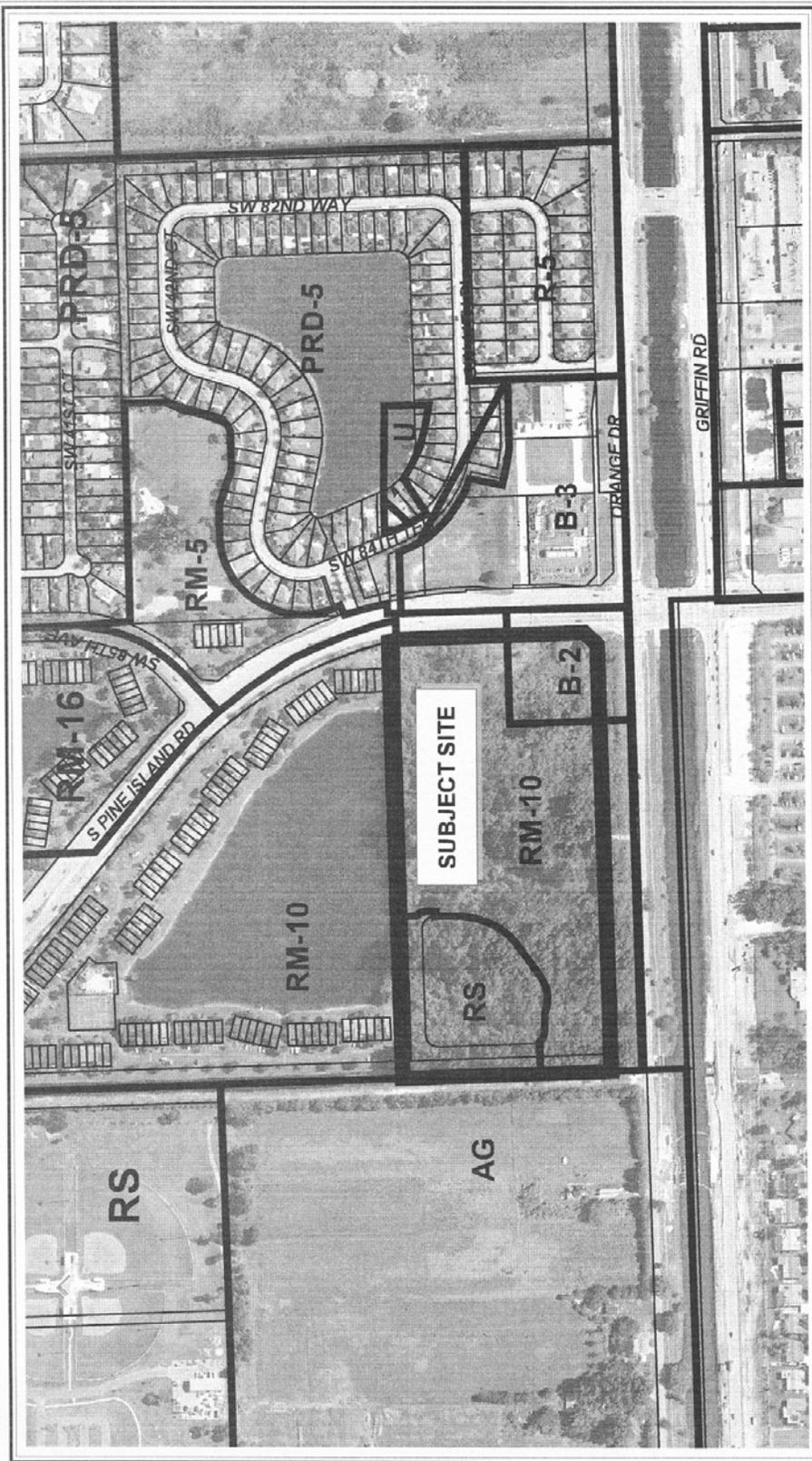
Sheet 2 of 3 Sheets



DEVELOPERS AGREEMENT
DA 7-1-03
Future Land Use Map

Prepared By: ILD
 Date Prepared: 8/1/03





Date Flown:
12/31/01



400 0 400 800 Feet



Planning & Zoning Division - GIS

DEVELOPER'S AGREEMENT

DA 7-1-03

Zoning and Aerial Map

Prepared By: ILD
Date Prepared: 8/11/03

