

# TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director / (954) 797-1101  
Prepared by Roberta Moore, Planner I

**SUBJECT:** Resolution - Developers Agreement  
DA 1-2-04 Spielman Margolis Replat, 7921 SW 45 Street / (Improvements at various locations throughout the Town).

**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, DAVID MARGOLIS, STANLEY SPIELMAN, AND THE BIG ORANGE DEVELOPMENT, LTD., FOR IMPROVEMENTS TO BE MADE AT NOVA DRIVE AND UNIVERSITY DRIVE; AND, THE INSTALLATION OF VIDEO DETECTION DEVICES AT VARIOUS LOCATIONS THROUGHOUT THE TOWN; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** On August 20, 2003, Town Council passed Resolution R-2003-210, approving an amendment to the required improvements agreement for the Spielman-Margolis Replat. On August 20, 2003, Town Council passed Resolution R-2003-202 consenting to an application for Findings of Adequacy for the Spielman-Margolis Replat. Resolution R-99-92 was approved by Town Council on March 16, 1999 to revise access openings for the Margolis Plat through the Delegation Request process. Town Council approved the Spielman-Margolis Replat on October 18, 1995 by Resolution R-95-287. The Spielman-Margolis Plat was approved by Town Council on July 20, 1994 by Resolution R-94-227 for the installation of required improvements. A 'Settlement Agreement' was approved in October 1989. The Margolis settlement agreement vested the developer to the Land Development Code in effect in 1989 with additional modifications as specified in said agreement.

The Town is party to this Developers Agreement due to the property being located within the municipal boundaries. Improvements that are necessary are the construction of a second eastbound and westbound left turn lane on Nova Drive at University Drive, including any necessary restriping, repaving, and pavement markings together with, sidewalk, bus bay and traffic signal improvements necessary to accommodate the dual left turn lanes and the installation of a video detection device for the traffic signal at Nova Drive and University Drive. Installation of video detection devices will be provided at the following locations: Pine Island Road / SW 30 Street; College Avenue / Nova Drive; Davie Road / Orange Drive; Davie Road / Griffin Road; Pine Island Road / Griffin Road.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Agreement for Amendment of Notation on Plat, Agent of Record Signature Page, 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, DAVID MARGOLIS, STANLEY SPIELMAN, AND THE BIG ORANGE DEVELOPMENT, LTD., FOR IMPROVEMENTS TO BE MADE AT NOVA DRIVE AND UNIVERSITY DRIVE; AND, THE INSTALLATION OF VIDEO DETECTION DEVICES AT VARIOUS LOCATIONS THROUGHOUT THE TOWN; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, David Margolis, Stanley Spielman, and the Big Orange Development, Ltd. proposes to develop the property known as Orange Park; and

WHEREAS, Broward County requires restrictions to satisfy concurrency requirements related to the Spielman-Margolis Replat.

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, David Margolis, Stanley Spielman, The Big Orange Development, Ltd., and the Town of Davie, for the purpose of improvements and the installation of a vehicle detection device located at Nova Drive and University Drive; and, the installation of vehicle detection devices at five (5) additional locations.

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 \_\_\_\_\_, 2004.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

Return recorded document to:  
Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:  
Barbara A. Hall, Esq.  
Greenberg Traurig, P.A.  
401 E. Las Olas Blvd.  
Suite 2000  
Fort Lauderdale, FL 33301

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### REGIONAL ROAD CONCURRENCY 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

DAVID MARGOLIS, TRUSTEE, STANLEY SPIELMAN, TRUSTEE, THE BIG ORANGE DEVELOPMENT, LTD., their successors and assigns, hereinafter referred to as "DEVELOPER",

AND

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

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, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for an amendment to the Spielman-Margolis Replat, (Plat No 006-MP-96) hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof, to reinstate the findings of adequacy for the Plat, which findings expired December 15, 2003 ("PLAT AMENDMENT"); and

WHEREAS, on September 12, 2003, the Broward County Development Management Division issued its Revised Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of the PLAT AMENDMENT does not satisfy the impact area

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concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLAT AMENDMENT will satisfy Broward County concurrency standards; and

WHEREAS, as indicated below DEVELOPER shall construct certain remedial measures and pay for other remedial measures to mitigate the traffic impacts; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT AMENDMENT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; 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 and representations are true and correct and are incorporated herein.
2. CONSTRUCTION OF IMPROVEMENTS.
  - (a) DEVELOPER agrees to construct the improvements described in Exhibit "B-1" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the "Improvements" prior to receipt of the first certificate of occupancy for property within the PLAT.
  - (b) If the Improvements described in Exhibit "B-1" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to recordation of the PLAT amendment, DEVELOPER 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 "Improvements".
  - (c) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit, attached hereto as Exhibit "C," in the amount of \$266,037.00 in a form acceptable to the COUNTY, which represents 125% of the costs of the "Improvements".
  - (d) The Improvements described in Exhibit "B-1" 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 AMENDMENT. 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.

- (e) In the event DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, 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 twelve (12) per cent per annum.
- (f) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (g) In the event DEVELOPER defaults under the terms of this Agreement and COUNTY draws on the security, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.
- (h) In the event the security is disaffirmed by the issuing institution and the County receives timely notice of the disaffirmance, 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 within one (1) month, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply.
- (i) DEVELOPER agrees that any contract(s) for the "Improvements" shall:
  - 1) 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.

- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.

- 6) 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.

- 7) 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.

- 8) 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.

- j) Developer acknowledges that all the right-of-way required for construction of the Improvements may not be available, and that acquisition of the right-of-way is the Developer's responsibility.

3. VIDEO DETECTION EQUIPMENT TO BE INSTALLED BY COUNTY
  - (a) DEVELOPER agrees to pay \$125,000 which represents COUNTY's cost of the Video Detection Equipment described in Exhibit "B-2" ("Equipment"). DEVELOPER agrees that payment of the \$125,000.00 must be made prior to recordation of the agreement amending the note on the face of the PLAT ("Plat Note Agreement").
  - (b) COUNTY and DEVELOPER agree that, no security is required for the Equipment, as the payment will be made prior to recordation of the agreement amending the note on the face of the PLAT.
  - (c) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable.
4. 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 paid and performed. However, the amount(s) set forth above shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."
5. CONCURRENCY COMPLIANCE. Construction of the Improvements, together with the installation of the Equipment, offsets the additional trips ("Trips") generated by the PLAT AMENDMENT on the overcapacity roadway segments described in Exhibit "C". COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT AMENDMENT as approved by the COUNTY.
6. VESTING OF CERTAIN TRIPS. Pursuant to Paragraph 3 of this Agreement, a payment of \$125,000.00 must be made for five (5) video detection devices prior to recordation of the note on the face of the PLAT. The PLAT AMENDMENT requires expiration of the findings of adequacy within five (5) years from the date of approval of the note amendment if a building permit for a principal building is not issued. However, the Trips the DEVELOPER has mitigated by making payment for five (5) video detection devices prior to recordation of the Plat Note Agreement, as described in Exhibit "D" ("Vested Trips") will be vested indefinitely for the benefit of the PLAT. Should a building permit for a principal building not be issued within the PLAT, wherein that five (5) year period specified in the Plat Note for the PLAT AMENDMENT so that an adequacy review is required in the future, the DEVELOPER shall not be required to provide mitigation for the Vested Trips or, *if a greater number of trips*, for such trips as would be mitigated by the

Equipment pursuant to the County policy in effect at the time of the new adequacy review.

7. COUNTY and CITY (if applicable) find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
8. **PROPERTY WITHIN A MUNICIPALITY.**
  - (a) If the property is located within a municipality, CITY agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, CITY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the CITY that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
  - (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the CITY is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the CITY's land development codes.
9. **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 Development Management Division  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

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

For the DEVELOPER:

The Big Orange Development, Ltd.  
General Partner: University Development Management Corp.  
141 N.W. 20<sup>th</sup> Street, Suite G-122  
Boca Raton, FL 33431

FOR the CITY (if applicable):

Town of Davie  
6591 Orange Drive  
Davie, FL 3314

10. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
11. **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 situs, and shall be governed by the laws of the State of Florida.
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.
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 parties to this Agreement.

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 Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, DEVELOPER, signing by and through its \_\_\_\_\_, duly authorized to execute same and CITY OF \_\_\_\_\_, 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: \_\_\_\_\_  
Mayor

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

**DEVELOPER-INDIVIDUAL**

Witnesses:

DAVID MARGOLIS, individually and as  
Trustee

Belle Margolis  
(Signature)  
Print name: Belle Margolis

[Signature]  
(Signature)  
Print name: David Margolis  
Print address: 141 N.W. 20<sup>th</sup> Street, G-122  
Boca Raton, Florida 33431

L. Simmons  
(Signature)  
Print name: LOREANE SIMMONS 15<sup>th</sup> day of January, 20034

**ACKNOWLEDGMENT: INDIVIDUAL**

STATE OF Florida )  
COUNTY OF Palm Beach ) SS

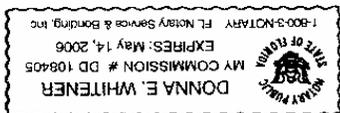
The foregoing instrument was acknowledged before me this 15 day of January, 2003, by David Margolis, individually and as Trustee, who is  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

[Signature]  
Print name: Donna E. Whitener

My commission expires:



**DEVELOPER-INDIVIDUAL**

Witnesses:

STANLEY SPIELMAN, as Trustee

Belle Margolis  
(Signature)  
Print name: Belle Margolis

Stanley Spielman  
(Signature)  
Print name: Stanley Spielman, as Trustee  
Print address: 141 N.W. 20<sup>th</sup> Street, G-122  
Boca Raton, FL 33431

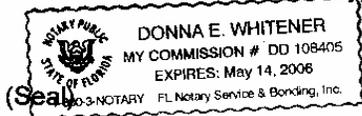
L. Pimmom  
(Signature)  
Print name: Lorraine Pimmom

15 day of January, 2003 ~~2004~~

**ACKNOWLEDGMENT: INDIVIDUAL**

STATE OF Florida )  
COUNTY OF Palm Beach ) SS

The foregoing instrument was acknowledged before me this 15 day of January, 2003~~4~~ by Stanley Spielman, as Trustee, who is  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_



NOTARY PUBLIC:  
Donna E. Whitener  
Donna E. Whitener  
Print name:

My commission expires:



**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

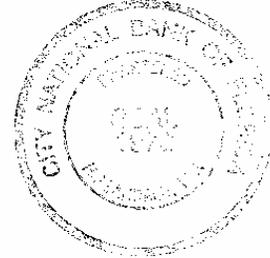
[Signature]  
(Signature)  
Print name: Tania C. Aguirre  
[Signature]  
(Signature)  
Print name: SUSAN A. MANDELL

City National Bank of Florida  
Name of Mortgagee  
(corporation/partnership)  
Lynda Napolitano  
(Signature)  
Print Name: Lynda Napolitano  
Title: Sr. Vice President  
Address: 450 E Las Olas Blvd #660  
FT Lauderdale, FL 33301  
16 day of January, 2004

ATTEST (if corporation):

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

(CORPORATE SEAL)



**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF FLORIDA    )  
                                  ) SS.  
COUNTY OF BROWARD )

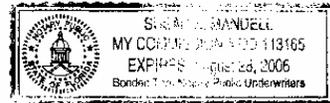
The foregoing instrument was acknowledged before me this 16 day of JANUARY, 2004, by LYNDA NAPOLITANO, as SR. VICE PRESIDENT of CITY NATIONAL BANK OF FLORIDA, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
[  ] personally known to me, or  
[    ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

[Signature]  
Print name: \_\_\_\_\_

My commission expires:



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**MUNICIPALITY**

WITNESSES:

Town of Davie

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

By: \_\_\_\_\_  
Mayor-Commissioner  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk City

By: \_\_\_\_\_  
City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A Portion of Tract A, according to Speilman-Margolis Replat, as recorded in Plat Book 168, at Page 46 of the Public Records of Broward County, Florida, and containing 3.18 acres, more or less. Said lands situate in the Town of Davie, Broward County, Florida.

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**EXHIBIT "B-1"**

**IMPROVEMENTS**

Construction of a second eastbound and westbound left turn lane on Nova Drive at University Drive including any necessary restriping, repaving, and pavement markings together with, sidewalk, bus bay and traffic signal improvements necessary to accommodate the dual left turn lanes and the installation of a video detection device for the traffic signal at Nova Drive and University Drive.

The turn lanes will be constructed as follows (unless otherwise approved or required by the applicable permitting agencies:

Westbound:	storage length	—	190 feet (to match existing)
	transition length	—	150 feet
Eastbound:	storage length	—	200 feet
	Transition length	—	150 feet

**Exhibit "B-2"**

**Equipment**

Payment will be made for the installation of video detection devices at the following locations:

Pine Island Road/SW 30<sup>th</sup> Street  
College Avenue/Nova Drive  
Davie Road/Orange Drive  
Davie Road/Griffin Road  
Pine Island Road/Griffin Road

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**EXHIBIT "C"**  
**LETTER OF CREDIT**

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**EXHIBIT "D"**

**VESTED TRIPS**

<b>Link No.</b>	<b>Trips</b>	<b>Impacted Concurrency Segments</b>	<b>Traffic Concurrency Mitigation</b>
648	8	Pine Island Road – Orange Grove Drive to Nova Drive	Video Detection at Pine Island Road/SW 30 Street
1602	3	College Avenue – SW 30 Street to SW 39 Street	Video Detection at College Avenue/Nova Drive
694	12	Orange Drive – SW 61 Avenue to Davie Road	Video Detection at Davie Road/Orange Drive Video Detection at Davie Road/Griffin Road
732	4	Stirling Road - SW 90 Avenue to Palm Avenue	Video Detection at Pine Island Road/Griffin Road
733	8	Stirling Road - Pine Island Road to SW 90 Avenue	

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