

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Christopher Kovanes, Interim Town Administrator/954-797-1035

**PREPARED BY:** Barbara McDaniel, MMC, Assistant Town Clerk

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A RELEASE OF LIEN RELEASING A SECURITY LIEN TO SECURE THE REQUIRED SUBDIVISION IMPROVEMENTS FOR THE PASADENA ESTATES AT IMAGINATION FARMS.

**REPORT IN BRIEF:** On January 22, 1997, Council entered into an agreement with Pasadena at Imagination Farms, Inc. relating to subdivision improvements. The Engineering Department has indicated that it has received all required post construction documents and the Engineers of Record certification that the on-site construction of the development has been constructed in conformance with the approved design drawings.

It is the Engineering Department's opinion that the Town Council's direction to call the \$50,000 bond has satisfied Imagination Farms' development requirements for off-site improvements. Engineering has no objection to the release of the lien.

**PREVIOUS ACTIONS:** Council approved resolution R-97-31 on January 22, 1997

**CONCURRENCES:** Engineer Department

**FISCAL IMPACT:** n/a

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, memorandum from Engineering, Resolution R-97-31

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A RELEASE OF LIEN RELEASING A SECURITY LIEN TO SECURE THE REQUIRED SUBDIVISION IMPROVEMENTS FOR THE PASADENA ESTATES AT IMAGINATION FARMS.

WHEREAS, on January 22, 1997, Council entered into an agreement with Pasadena at Imagination Farms, Inc. relating to subdivision improvements; and

WHEREAS, the Engineering Department has indicated that it has received all required post construction documents and the Engineers of Record certification that the on-site construction of the development has been constructed in conformance with the approved design drawings; and

WHEREAS, it is the Engineering Department's opinion that the Town Council's direction to call the \$50,000 bond has satisfied Imagination Farms' development requirements for off-site improvements.

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

SECTION 1. The Town Council hereby authorizes the appropriate Town officials to execute a Release of Lien, for purposes of releasing any liens which may have resulted from the agreement recorded February 6, 1997, in O.R. Book 26000, Page 365-389, of the Public Records of Broward County, Florida.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

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

ATTEST:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005



**DEVELOPMENT SERVICES DEPARTMENT**

Administration 954-797-1101  
Planning & Zoning 954-797-1103  
Building & Occupational Licensing 954-797-1111  
Code Enforcement 954-797-1121  
Engineering 954 797-1113

**TOWN OF DAVIE** 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399

**MEMORANDUM**  
**ENG 2-1-05**

TO: Russell Muniz, Town Clerk

FROM: Larry A. Peters, P.E., Town Engineer 

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

DATE: February 1, 2005

RE: Imagination Farms Release of Lien

The Engineering Division of Development Services Department has received all required post construction documents and the Engineers of Record Certification that the on-site construction of the referenced Imagination Farms Development has been constructed in conformance with the approved design drawings.

It is the Engineering Division's opinion that Town Council's direction to call the \$50,000.00 Bond, for off-site improvements, the Town's acceptance of the Equestrian Park, Broward County's acceptance of the sidewalk along the North side of Orange Drive and the Right Turn Lane at Hiatus Road, FPL's completion of the street lighting along Orange Drive, has satisfied Imagination Farms Development's requirements for off-site improvements, therefore, the Engineering Division of the Development Services Department has no objection to the release of the referenced lien.

Should you have any question, please call.

Attachment: Resolution R-97-31

**RUDEN  
MCCLOSKEY  
SMITH  
SCHUSTER &  
RUSSELL, P.A.  
ATTORNEYS AT LAW**

200 EAST BROWARD BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301

POST OFFICE BOX 1900  
FORT LAUDERDALE, FLORIDA 33302

(954) 527-2409  
FAX: (954) 333-4009  
DENNIS.MELE@RUDEN.COM

September 20, 2002

**HAND DELIVERY**

Mr. Tom J. Willi  
Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

***Re: Pasadena at Imagination Farms ("Pasadena")***

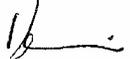
Dear Tom:

Pursuant to our agreement, and in connection with all outstanding issues pertaining to the above-referenced development, enclosed is a cash bond in the amount of \$50,000.

If you have any questions or if you need any additional information, please do not hesitate to call.

Sincerely,

RUDEN, MCCLOSKEY, SMITH,  
SCHUSTER & RUSSELL, P.A.

  
Dennis D. Mele

DDM/kgd  
Enclosure

cc: Mr. Howard Zimmerman

FTL:939973:1

FORT LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH

**TOWN OF DAVIE • ENGINEERING DEPARTMENT**

Date 9/23, 2002 N° 4571

Received Of Pasadena at Imagination Farms

Project Name & No. 082 of Hwy. 701ms

For Replicable Bond \$ 50,000.00

HOW PAID CHECK NO. 17922

Received By: [Signature]

**PASADENA AT IMAGINATION FARMS, INC.**  
P.O. BOX 290010  
DAVIE, FL 33329

017922

FIRST UNION NATIONAL BANK OF FLORIDA  
Ft. Lauderdale, Florida  
24 Hour Information Service  
1-800-735-1012

63-643/670  
00678

DATE	AMOUNT
<u>09-19-02</u>	<u>50,000.00</u>

PAY Fifty Thousand Dollars

TO THE ORDER OF Town of Davie

PASADENA AT IMAGINATION FARMS, INC.

[Signature]

⑆017922⑆ ⑆067006432⑆2090001018355⑆

RESOLUTION R-97-31

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND PASADENA AT IMAGINATION FARMS, INC. RELATING TO THE PROVISION OF A LIEN FOR THE SECURITY TO SECURE THE REQUIRED SUBDIVISION IMPROVEMENTS FOR THE PASADENA ESTATES AT IMAGINATION FARMS; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, Pasadena at Imagination Farms, Inc., desires to submit a lien for the security to secure the required subdivision improvements for Pasadena Estates at Imagination Farms subdivision; and

WHEREAS, the Agreement attached hereto as Exhibit "A" satisfies the requirements for installation of required improvements.

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 appropriate Town officials to enter into an Agreement, attached hereto as Exhibit "A", between Pasadena at Imagination Farms, Inc., and the Town of Davie; providing for a property lien security to secure the required subdivision improvements.

SECTION 2: This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 22nd DAY OF January, 1997.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 22nd DAY OF January, 1997.

Barry Wekber Esq., P.O. Box 8549, Hollywold FL 33024

**AGREEMENT**

97-065346 T#001  
02-06-97 03:27PM

**Between**

**TOWN OF DAVIE, FLORIDA**

**and**

**Pasadena at Imagination Farms, Inc.**

**RELATING TO**

**SUBDIVISION IMPROVEMENTS**

**for**

**Pasadena Estates at Imagination Farms**

3K26000F50365

This is an agreement ("Agreement") between: TOWN OF DAVIE, FLORIDA, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN", through its Board of Town Council Members,

**AND**

PASADENA AT IMAGINATION FARMS, INC., a Florida corporation \_\_\_\_\_ its grantees, successors in interest, and assigns, hereinafter referred to as "OWNER".

**WITNESSETH**

WHEREAS, the site plan known as Pasadena Estates at Imagination Farms was approved by the TOWN on December 4, 1996; and

WHEREAS, the TOWN requires that security to insure completion of the construction of the subdivision improvements relating to water, sewer, drainage, and road construction shall be provided to the TOWN prior to the issuance of a permit for the installation of Subdivision Improvements.

WHEREAS, this Agreement intends to create a lien as security for the completion of Subdivision Improvements.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOWN and OWNER hereby agree as follows:

25/11

BR26000P30366

1. Improvements. The OWNER hereby agrees to construct the improvements (collectively: "Subdivision Improvements") defined in Exhibit "A" and Exhibit "A-2" (Subdivision Improvements) prior to December 31, 1998 ("Completion Date") in conformance with the TOWN standards and subject to TOWN inspections. In addition, the Owner agrees to construct the recreational trail along the east and north boundaries of the property prior to December 31, 1997.

The Subdivision Improvements described in this paragraph shall be installed in accordance with applicable TOWN and State of Florida standards and specifications. Construction shall be subject to inspection and approval by the TOWN and other applicable governmental entities, if any.

2. Creation of Lien. This Agreement shall be recorded in the Official Records of Broward County, Florida, and hereby creates a lien in favor of the Town of Davie, Florida, against that real property described in Exhibit "B" and Exhibit "B-2" attached hereto and made a part hereof ("Lien Parcel"), for the purpose of securing to the TOWN the performance of the Subdivision Improvement obligations contained in Section 1 herein. Should the OWNER fail to complete construction of a Subdivision Improvement listed in Section 1 herein by the time therein, then, in that event, OWNER shall be deemed in default under this Agreement and the amount specified in Exhibit "A" for the particular Subdivision Improvement and the amounts specified in Exhibit "A" for all other Subdivision Improvements in any phase not then completed may be foreclosed or otherwise enforced by the TOWN in the same manner as a foreclosure of a mortgage on real property; provided, however, that in the event of any such default by OWNER, TOWN shall give written notice to OWNER and any mortgage holder of such default, and OWNER and/or mortgage holder shall have thirty (30) days from receipt of such written notice in which to cure, or commence to cure, and thereafter, one hundred and eighty (180) days to complete the Subdivision Improvement.

(a) The lien of any mortgagee on the real property described in Exhibit "B" shall be subordinate to the rights of the TOWN with respect to the Lien created by this Agreement. The OWNER shall cause this Agreement to be executed by the holder of any such mortgage(s) ("mortgagees") for the sole purpose of consenting to such subordination. TOWN hereby acknowledges and agrees that The Mortgagees' execution of this Agreement shall not obligate them to any personal liability, nor shall they be obligated to perform any or all of the provisions of this Agreement.

(b) When the OWNER'S Subdivision Improvement obligations created hereby have been fully constructed, the TOWN shall promptly cause evidence of such completion and discharge of the Lien to be entered in the Official Records of Broward County. At the request of the OWNER, upon performance of all or part of the Subdivision Improvements, the TOWN may grant the OWNER a partial release of the lien created hereby.

(c) The lien created herein shall be released in whole or in part upon the substitution of equal value collateral in the form of a Letter of Credit in a form and content acceptable to TOWN or by cash. In the event the OWNER shall request a partial

BK26000P30367

release of lien created herein, it shall substitute cash or Letter of Credit acceptable to the TOWN equal to the pro rata value of the subdivision improvements requested to be released. A partial release will not be provided if it will impair other liens on the property imposed pursuant to this Agreement or will adversely impact TOWN in the event of foreclosure of liens imposed pursuant to this Agreement.

3. Subdivision Improvement Contracts. OWNER agrees that any Subdivision construction contract(s) entered into by OWNER for construction of the Subdivision Improvements, located within dedicated rights-of-way, shall provide that the contractor:

- (a) Indemnify and save harmless the TOWN, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Subdivision Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said contractor, subcontractor, agents, servants or employees; and
- (b) Maintain in full force at all times during the life of the construction public liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for injuries, including willful death, to any one person and, subject to those same limits for each person, in any amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for damages as a result of each occurrence.

4. Notices. The addresses to which any and all notices required or allowed by this Agreement shall be delivered, are as follows:

AS TO TOWN: Town Administrator  
TOWN OF DAVIE  
6591 Orange Drive  
Davie, FL 33314

COPY TO: Barry Webber, Esquire  
Town Attorney  
P. O. Box 8549  
Hollywood, FL 33024

AS TO OWNER: Pasadena at Imagination Farms, Inc.  
9000 W. Sheridan Street, Suite 100  
Pembroke Pines, FL 33024

COPY TO: H. J. Zimmerman & Associates, Inc.  
9000 W. Sheridan Street, Suite 100  
Pembroke Pines, FL 33024

unless the address is changed by the party by like notice given to the other party. Notice

shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered upon mailing or upon hand delivery to the address indicated.

Notwithstanding the foregoing, notice, requests or demands or other communications referred to in this Agreement may be sent by telegraph or federal express, but shall be deemed to have been given only when received.

5. Effective Date. The effective date ("Effective Date") of this Agreement shall mean the last day upon which it becomes fully executed by all parties hereto. This Agreement shall not become effective until fully executed.
6. 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 of intent of this Agreement nor the intent of any provisions hereof.
7. 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.
8. 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 provision in conflict therewith.
9. Binding Effect. The benefits and obligations contained in this Agreement shall inure to the benefit of and by binding upon the respective successors and assigns of the parties hereto.
10. Modifications. No claimed modification of this Agreement shall be binding upon either of the parties unless in writing duly executed by the party sought to be charged therewith.
11. Further Assurances. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further assignments, transfers and assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

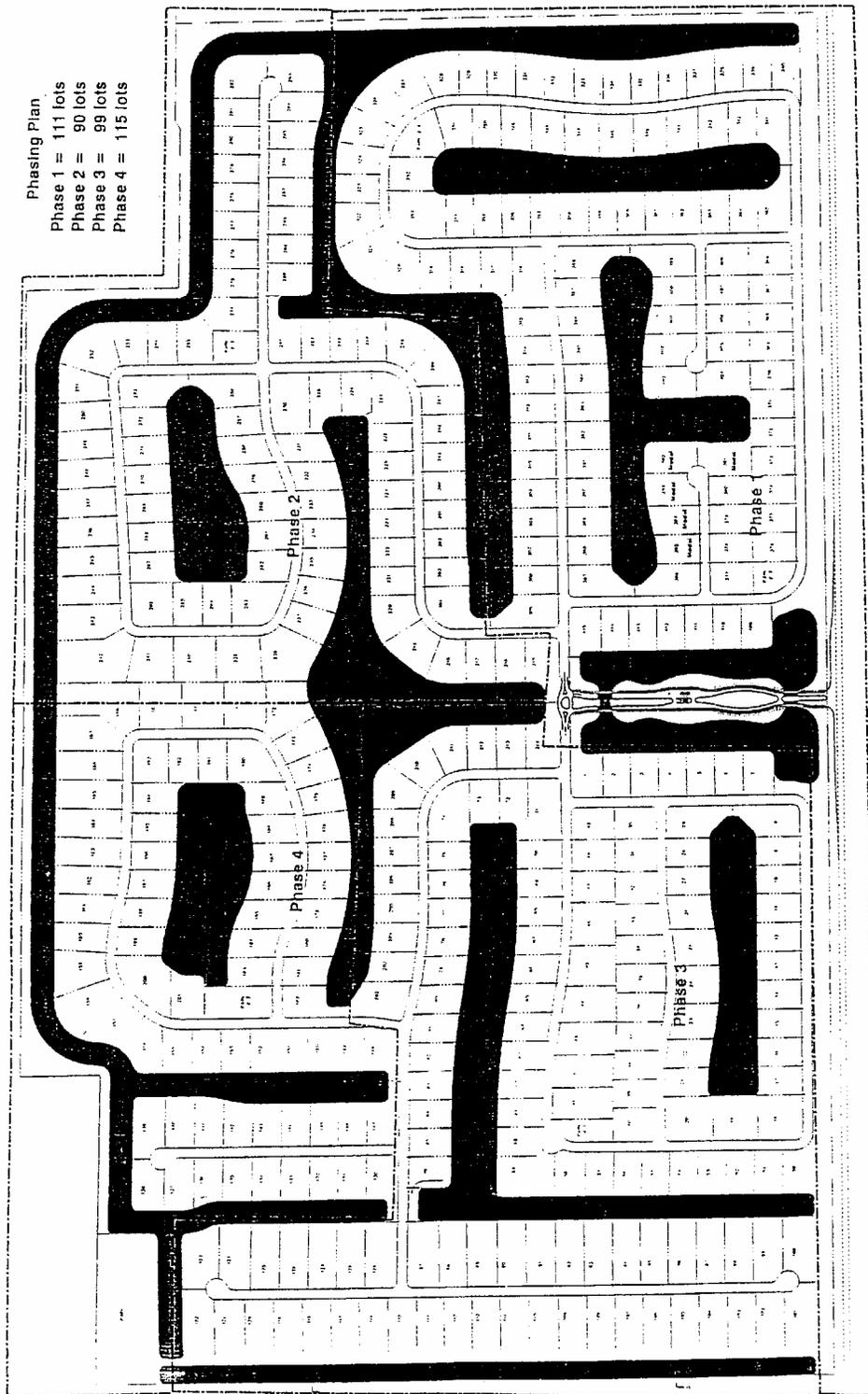




BK26000P30371

PASADENA ESTATES AT IMAGINATION FARMS					
SUBDIVISION IMPROVEMENTS					
	Phases				Total project
	1	2	3	4	
Demucking	\$100,000	\$75,000	\$75,000	\$75,000	\$325,000
Excavation	\$200,000	\$145,000	\$145,000	\$132,500	\$622,500
Embankment (fill)	\$400,000	\$290,000	\$290,000	\$265,000	\$1,245,000
Water, sewer and drainage	\$1,900,000	\$850,000	\$850,000	\$830,000	\$4,430,000
Roads	\$400,000	\$300,000	\$300,000	\$270,000	\$1,270,000
Subtotal	\$3,000,000	\$1,660,000	\$1,660,000	\$1,572,500	\$7,892,500

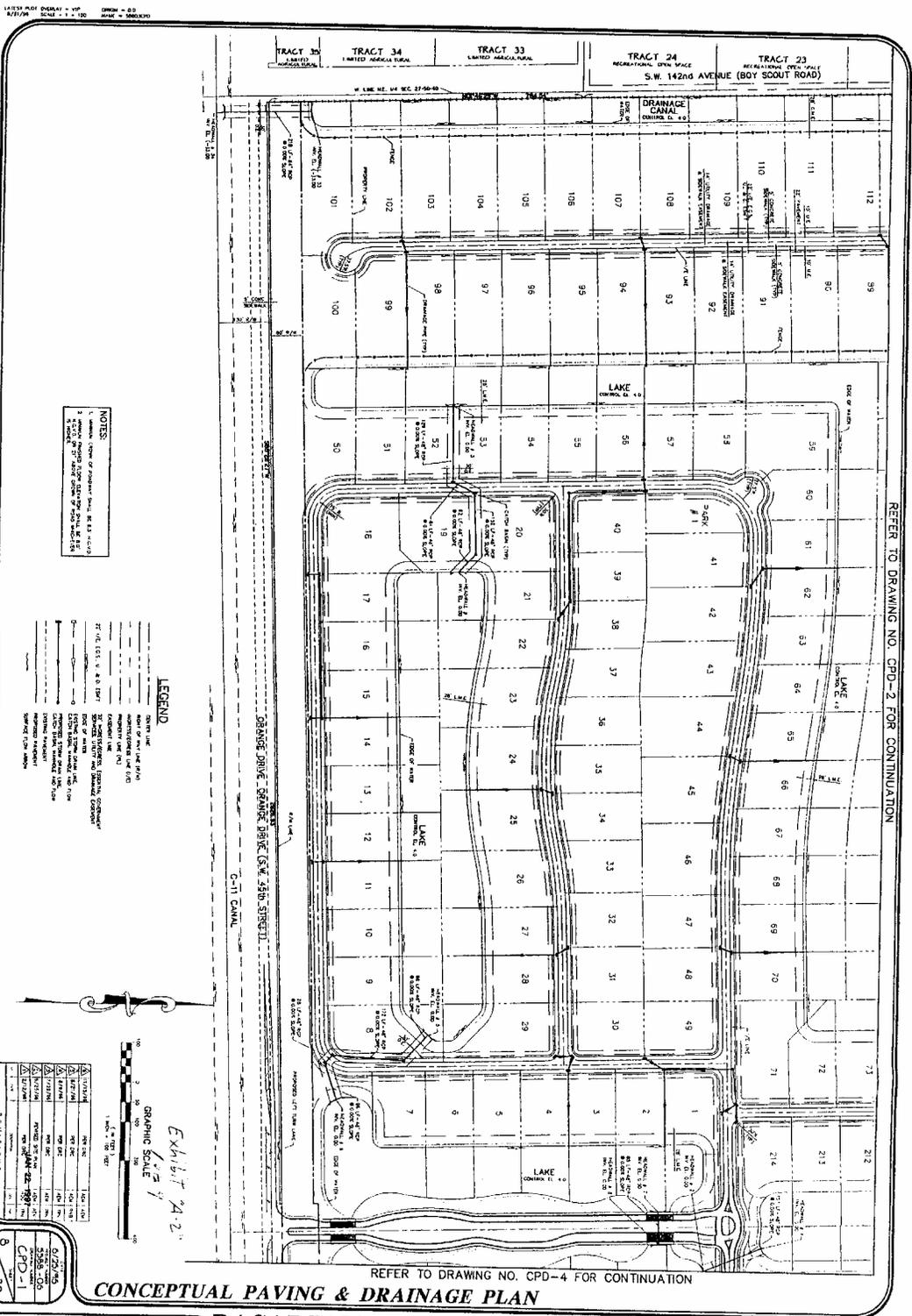
As shown on the engineering plans attached hereto as Exhibit "A-2"



3K26000F30372

EXHIBIT "A"  
Page 2 of 2

3K26000P30373



REFER TO DRAWING NO. CPD-2 FOR CONTINUATION

REFER TO DRAWING NO. CPD-4 FOR CONTINUATION

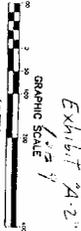
**CONCEPTUAL PAVING & DRAINAGE PLAN**

**NOTES**

1. ALL LOTS TO BE PAVED WITH ASPHALT.
2. ALL LOTS TO BE DRAINAGE CANALS.
3. ALL LOTS TO BE DRAINAGE CANALS.
4. ALL LOTS TO BE DRAINAGE CANALS.

**LEGEND**

- 1. CENTER LINE
- 2. RIGHT OF WAY LINE
- 3. PROPERTY LINE
- 4. DRAINAGE CANAL
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**REVISIONS**

NO.	DATE	DESCRIPTION
1	07/27/09	ISSUED FOR PERMITS
2	08/03/09	ISSUED FOR PERMITS
3	08/03/09	ISSUED FOR PERMITS
4	08/03/09	ISSUED FOR PERMITS
5	08/03/09	ISSUED FOR PERMITS
6	08/03/09	ISSUED FOR PERMITS
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9	08/03/09	ISSUED FOR PERMITS
10	08/03/09	ISSUED FOR PERMITS

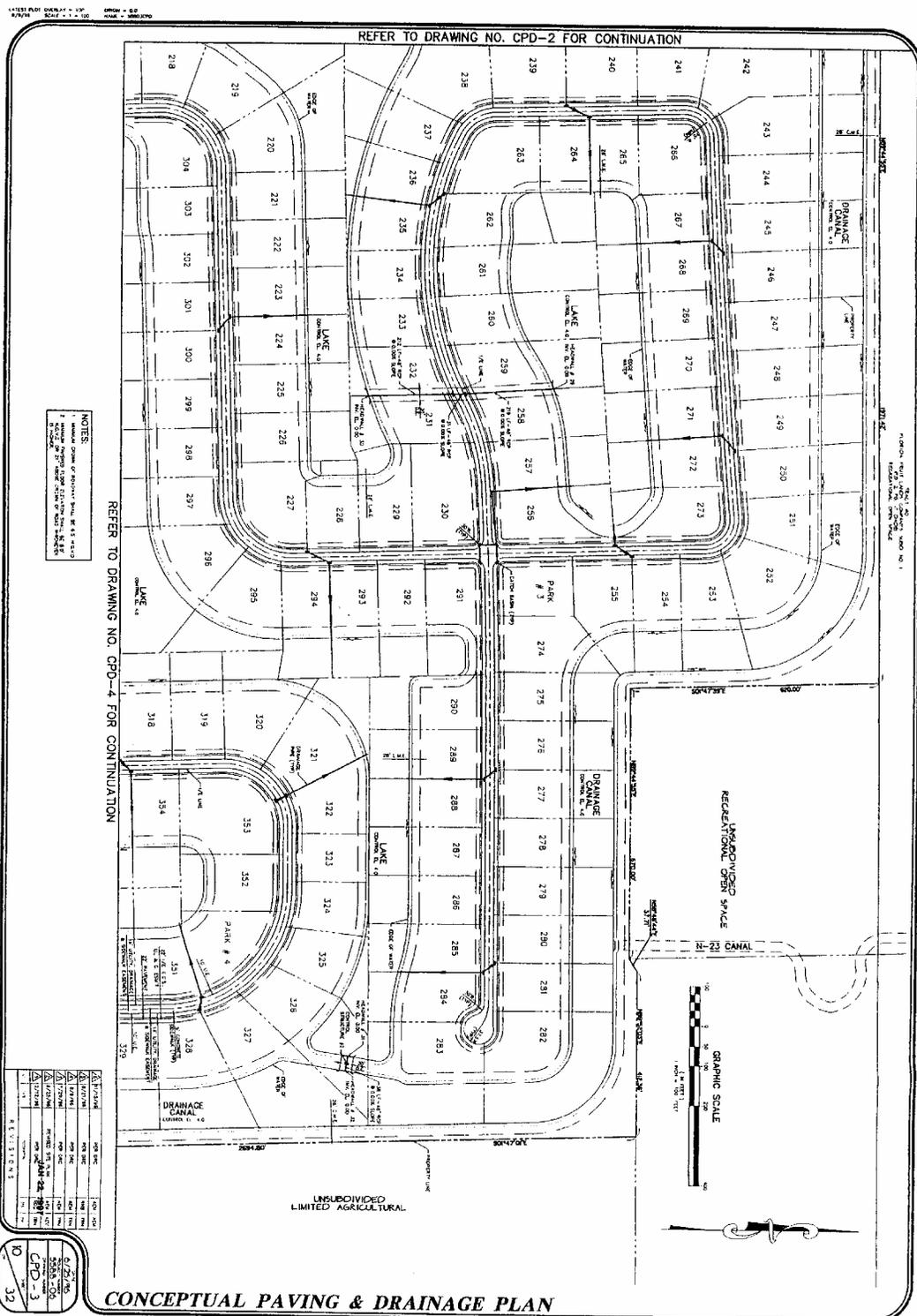
**MILLER LEGG** Engineers • Planners  
Land • Survey •  
Environmental Professionals  
2900 W. Douglas Road, Suite 200  
Pasadena, Florida 33064-4400  
(954) 946-7600 Fax: (954) 946-7601

**PASADENA ESTATES AT IMAGINATION FARMS**  
**H.J. ZIMMERMAN**  
AND ASSOCIATES

TOWN OF DAVIE, FLORIDA



BK26000P50375



NOTES:  
 1. GENERAL NOTES OF PROJECT SHALL BE AS SHOWN ON DRAWING NO. CPD-1.  
 2. ALL NOTES SHALL BE AS SHOWN ON DRAWING NO. CPD-1.  
 3. ALL NOTES SHALL BE AS SHOWN ON DRAWING NO. CPD-1.

REFER TO DRAWING NO. CPD-4 FOR CONTINUATION

CONCEPTUAL PAVING & DRAINAGE PLAN

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/17/2011	ISSUED FOR PERMITS	ML	ML
2	11/17/2011	ISSUED FOR PERMITS	ML	ML
3	11/17/2011	ISSUED FOR PERMITS	ML	ML
4	11/17/2011	ISSUED FOR PERMITS	ML	ML
5	11/17/2011	ISSUED FOR PERMITS	ML	ML
6	11/17/2011	ISSUED FOR PERMITS	ML	ML
7	11/17/2011	ISSUED FOR PERMITS	ML	ML
8	11/17/2011	ISSUED FOR PERMITS	ML	ML
9	11/17/2011	ISSUED FOR PERMITS	ML	ML
10	11/17/2011	ISSUED FOR PERMITS	ML	ML

CPD-3  
 32

**MILLER LEGG**  
 Engineers + Planners  
 Land Surveyors  
 Environmental Professionals  
 1880 N. Douglas Road, Suite 200  
 Pasadena, Florida 33509  
 (813) 936-7000 Fax: (813) 936-7001

**PASADENA ESTATES AT IMAGINATION FARMS**  
 H.J. ZIMMERMAN  
 AND ASSOCIATES  
 TOWN OF DAVIE, FLORIDA

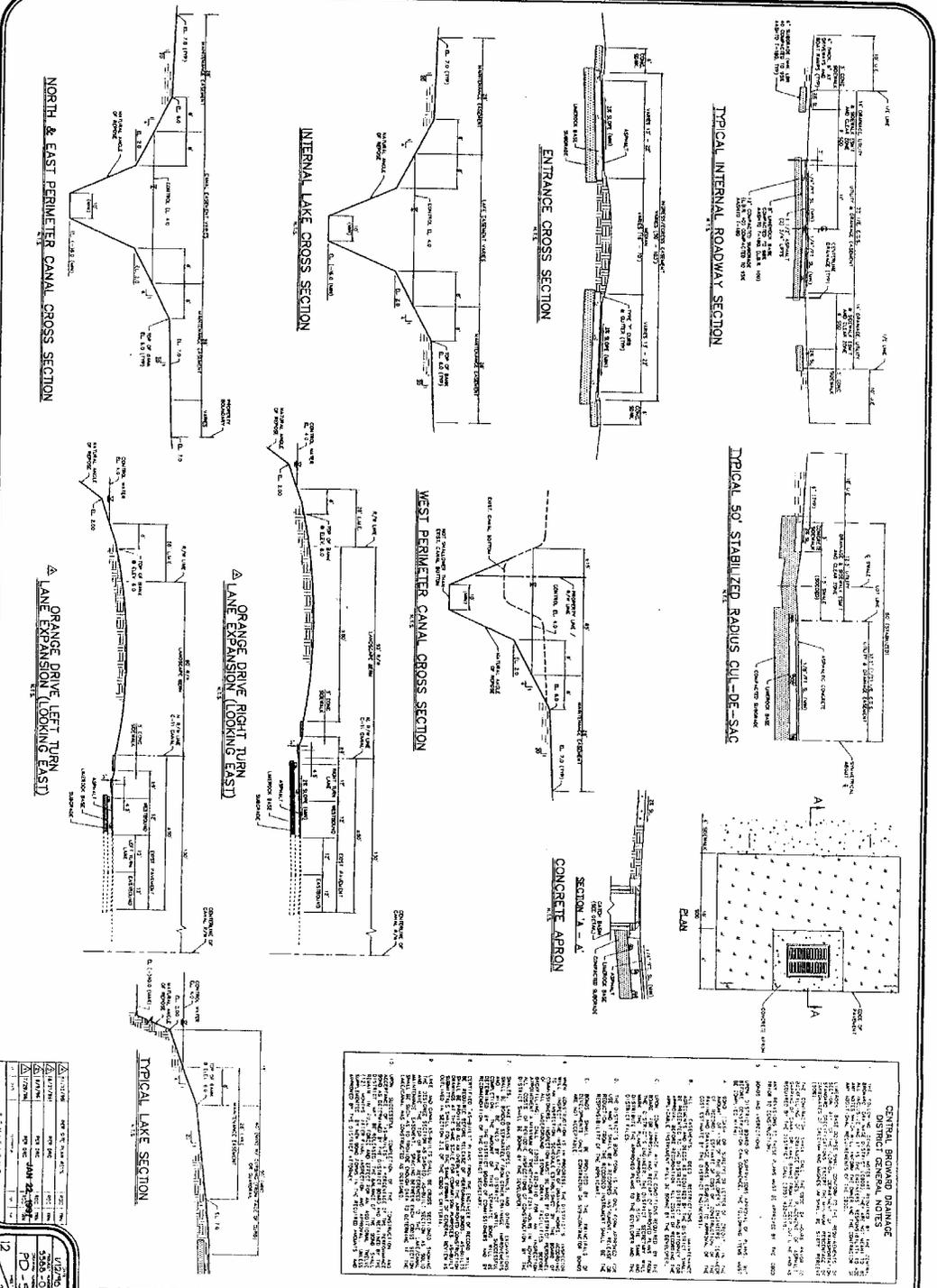
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CRIBB  
499

**MILLER LEGG**  
Engineers & Planners  
Land Surveyors  
Environmental Professionals  
1802 N. Douglas Road, Suite 200  
Tomball, Texas 77375  
(281) 291-1100 Fax: (281) 291-1101

DATE: 11/11/11  
 DRAWN BY: JVA  
 CHECKED BY: JVA  
 SCALE: 1" = 10'-0"



**PAVING & DRAINAGE DETAILS**

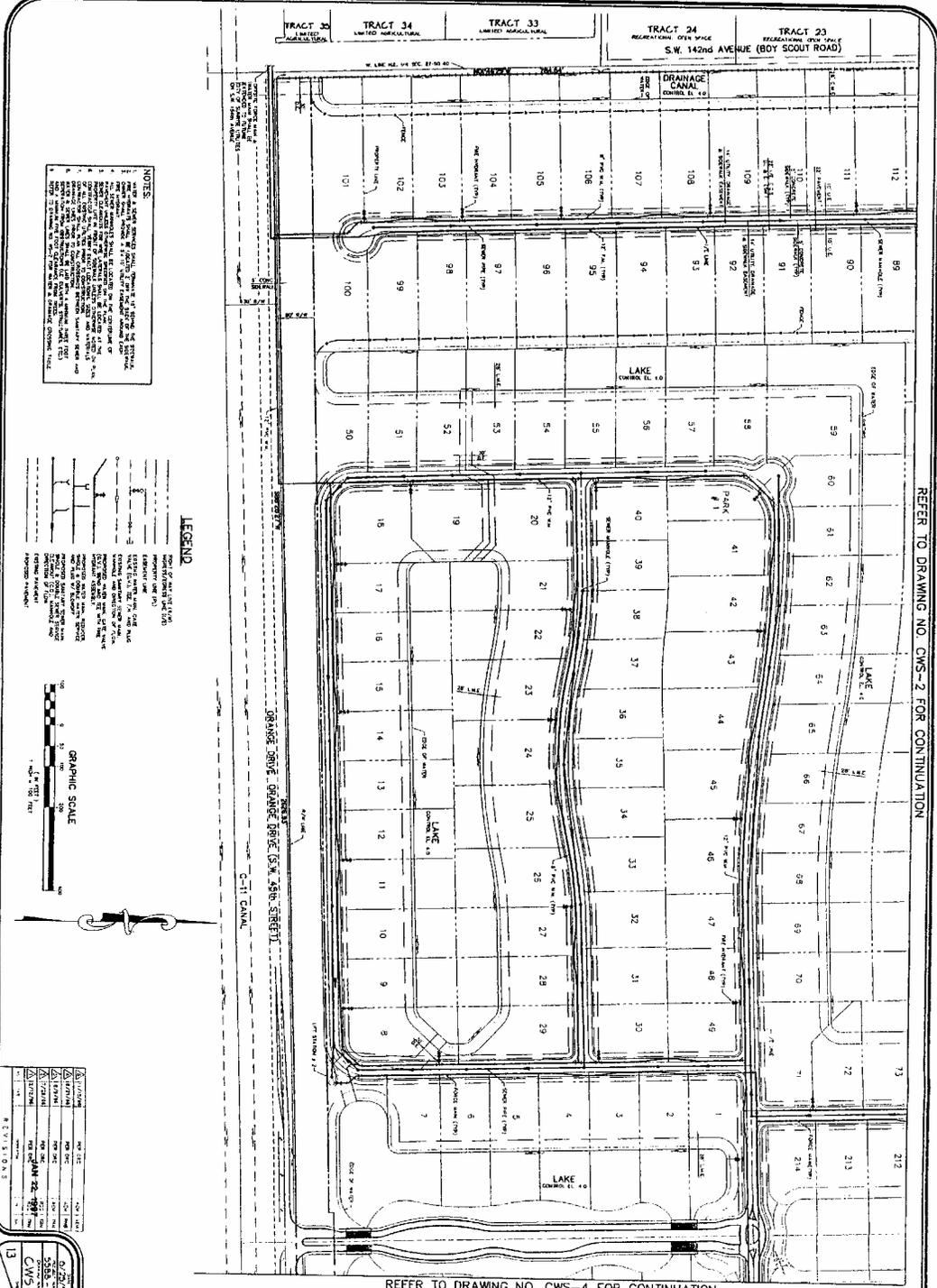
**MILLER LEGG**  
 Engineers & Planners  
 Land Surveyors  
 Environmental Professionals  
 1800 N. Douglas Road, Suite 200  
 Fort Lauderdale, Florida 33304  
 (954) 438-7000 FAX: (954) 438-8888

**PASADENA ESTATES AT IMAGINATION FARMS**  
**H.J. ZIMMERMAN AND ASSOCIATES**  
 TOWN OF DAVIE, FLORIDA

22 NOV 11 11:21  
 5 8 9

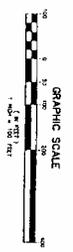
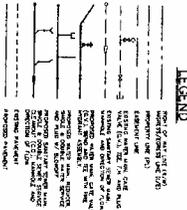
BR 6000P30378

DATE: 02/27/20  
 SCALE: 1" = 100'  
 DRAWN: J. ZIMMERMAN



**NOTES:**

1. THIS PLAN IS A CONCEPTUAL WATER AND SEWER PLAN. IT IS NOT A FINAL DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION.
2. THE DESIGN IS BASED ON THE ASSUMPTIONS LISTED BELOW.
3. THE DESIGN IS SUBJECT TO APPROVAL BY THE TOWN OF DAVIE.
4. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
5. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
6. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF REVENUE.
7. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF AGRICULTURE.
8. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF HEALTH.
9. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF EDUCATION.
10. THE DESIGN IS SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF LABOR.
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NO.	DATE	BY	DESCRIPTION
1	02/27/20	J. ZIMMERMAN	ISSUED FOR PERMIT
2	02/27/20	J. ZIMMERMAN	ISSUED FOR PERMIT
3	02/27/20	J. ZIMMERMAN	ISSUED FOR PERMIT

22 KIMBERLY  
 6/1/20

REFER TO DRAWING NO. CWS-4 FOR CONTINUATION  
**CONCEPTUAL WATER & SEWER PLAN**

**MILLER LEGG** Engineers & Planners  
 and Surveyors  
 Environmental Professionals  
 1800 N. Douglas Road, Suite 200  
 Fort Lauderdale, Florida 33304  
 954-561-1000 FAX 954-561-0888

**PASADENA ESTATES AT IMAGINATION FARMS**  
**H.J. ZIMMERMAN**  
**AND ASSOCIATES**  
 TOWN OF DAVIE, FLORIDA



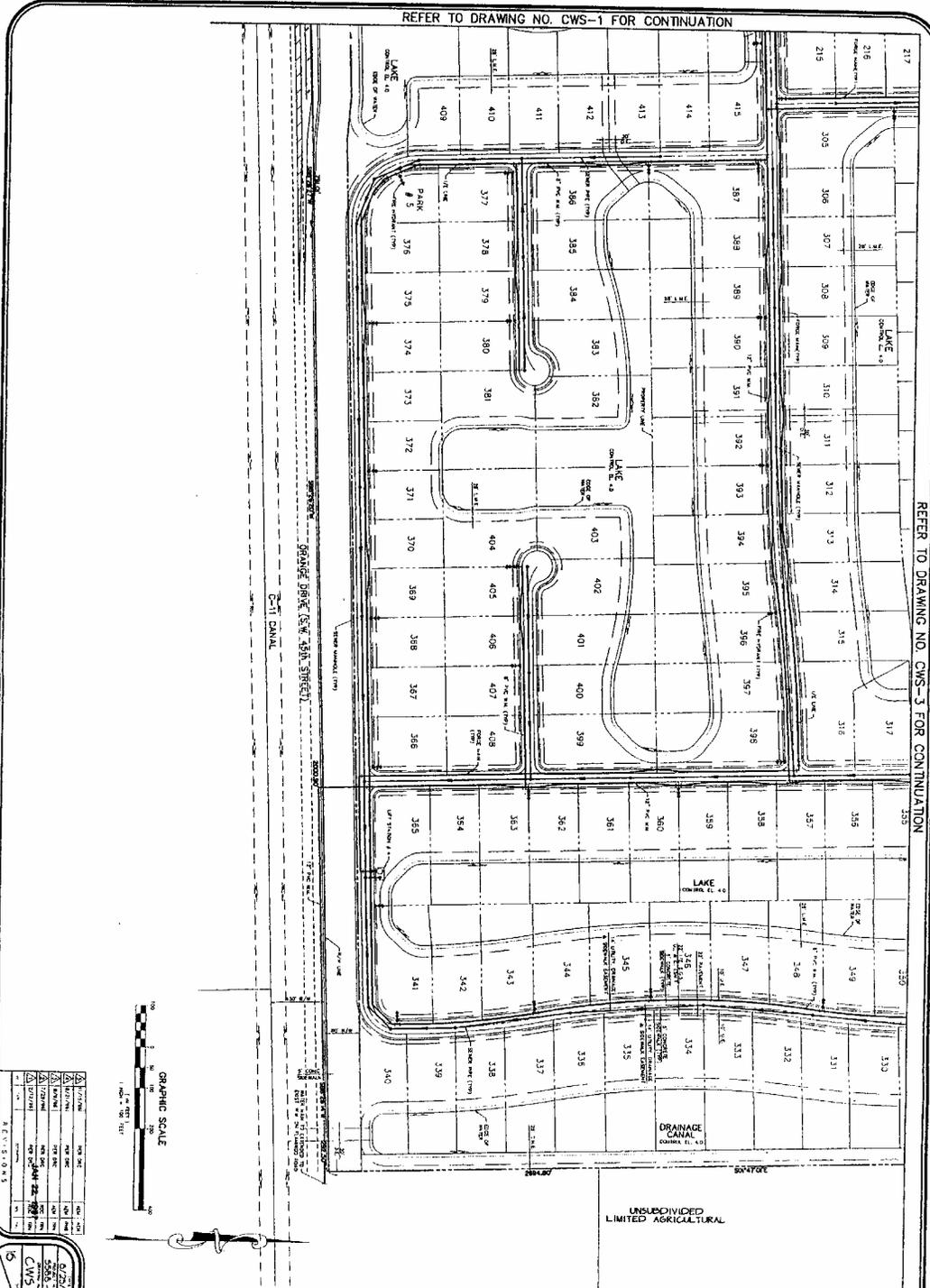


BK26000P30381

LATEST DATE: 11/11/10  
 SHEET: 32 OF 33  
 SCALE: 1" = 40'

REFER TO DRAWING NO. CWS-1 FOR CONTINUATION

REFER TO DRAWING NO. CWS-3 FOR CONTINUATION



NO.	DATE	BY	DESCRIPTION
1	11/11/10	ML	PRELIMINARY PLAN
2	11/11/10	ML	FINAL PLAN
3	11/11/10	ML	AS SHOWN
4	11/11/10	ML	AS SHOWN
5	11/11/10	ML	AS SHOWN
6	11/11/10	ML	AS SHOWN
7	11/11/10	ML	AS SHOWN
8	11/11/10	ML	AS SHOWN
9	11/11/10	ML	AS SHOWN
10	11/11/10	ML	AS SHOWN

5/2/11  
 5/2/11  
 5/2/11

CONCEPTUAL WATER & SEWER PLAN

**MILLER LEGG**  
 Engineers • Planners  
 and Surveyors  
 Environmental Professionals  
 1800 W. Orange Road, Suite 500  
 Fort Lauderdale, Florida 33304  
 (954) 561-7500 Fax: (954) 561-7501

**PASADENA ESTATES AT IMAGINATION FARMS**  
**H.J. ZIMMERMAN**  
**AND ASSOCIATES**  
 TOWN OF DAVIE, FLORIDA

Portions of Sections 26 and 27, Township 50 South, Range 40 East, Broward County, Florida, more particularly described as follows:

All of the W 1/2 of Section 26, Township 50 South, Range 40 East, lying North of the South New River Canal, excepting therefrom the following described parcel of land; Starting at the Northeast corner of the NW 1/4 of Section 26, Township 50 South, Range 40 East and running southerly 620 feet along the East boundary, and then West 670 feet, thence North unto the intersection of the North Section Line of Section 26, Township 50 South, Range 40 East, and then East along said Section line to the Point of Beginning.

Together with a portion of the E 1/2 of Section 26, Township 50 South, Range 40 East, more particularly described as follows:

Commencing at the Northwest corner of the NE 1/4 of said Section 26; thence South  $01^{\circ} 47' 39''$  East 520.00 feet to the Point of Beginning; thence North  $58^{\circ} 46' 45''$  East 37.71 feet; thence North  $89^{\circ} 52' 03''$  East along the approximate centerline of a canal, 412.37 feet to a point on a line parallel with and 2195.33 feet West of (as measured at right angles to) the East line of said Section 26; thence South  $01^{\circ} 47' 01''$  East along said parallel line 2694.80 feet to the North right-of-way line of the South New River Canal; thence South  $88^{\circ} 26' 14''$  West along said right-of-way line, 292.52 feet to an angle point; thence continue along said right-of-way line, South  $88^{\circ} 26' 20''$  West 152.04 feet to the West line of said E 1/2 of Section 26; thence North  $01^{\circ} 47' 39''$  West along said West line, 2686.43 feet to the Point of Beginning.

Together with Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 49, 50, 63 and 64 and portions of Tracts 51 and 62, and those certain 15 foot platted roads adjacent thereto, in Section 27, Township 50 South, Range 40 East of "Florida Fruit Lands 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, all being more particularly described as follows:

Beginning at the Northeast corner of said Section 27, thence South  $01^{\circ} 48' 17''$  East on an assumed bearing along the East line of said Section 27, a distance of 3366.32 feet to the North right-of-way line of the South New River Canal; thence South  $88^{\circ} 28' 27''$  West along said right-of-way line 2626.17 feet to a line that is 15.00 feet East of and parallel with the West line of the E 1/2 of said Section 27; thence North  $01^{\circ} 46' 29''$  West along said West line 3094.47 feet to the North line of said Tract 15; thence North  $89^{\circ} 44' 31''$  East along said North line 1305.50 feet to the common corner of said Tracts 1 and 15; thence North  $01^{\circ} 47' 23''$  West along the West line of said Tract 1, a distance of 330.00 feet to the North line of said Section 27; thence North  $89^{\circ} 44' 38''$  East along said North line 1320.42 feet to the Point of Beginning.

Less the following:

*Exhibit B*  
*1 of 2*

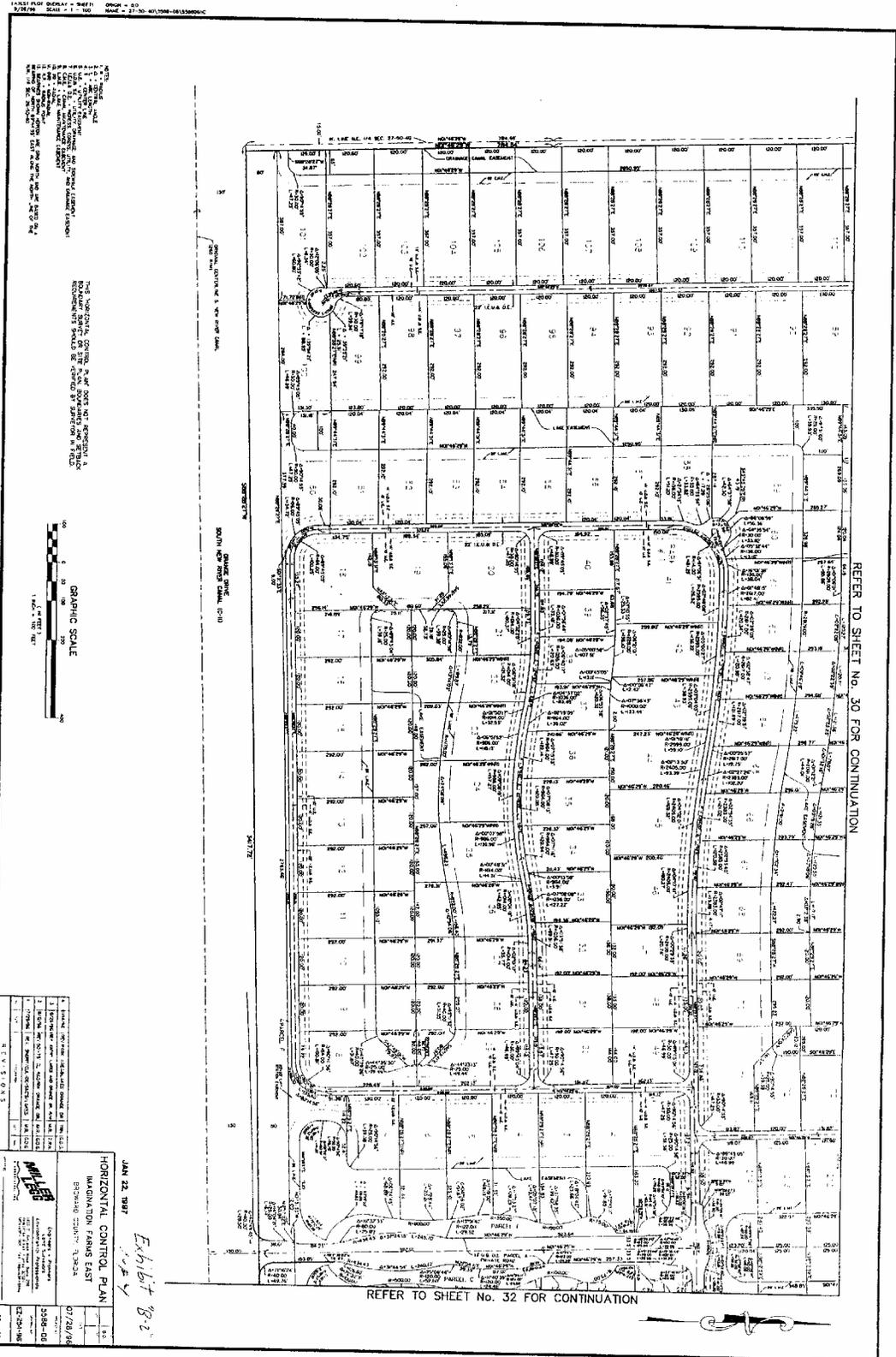
AK26000F30383

A PORTION OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID SECTION 26, NORTH 89°44'55" EAST (BASIS OF BEARINGS) 325.23 FEET; THENCE SOUTH 01°21'10" EAST 40.05 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 26, NORTH 89°44'49" EAST 1314.44 FEET TO A POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°27'32" AN ARC DISTANCE OF 463.17 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°47'39" EAST 289.03 FEET TO A POINT OF CURVATURE OF A 40.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°27'26" AN ARC DISTANCE OF 61.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°44'55" EAST 881.53 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°28'03" AN ARC DISTANCE OF 308.81 FEET TO A POINT OF TANGENCY; THENCE PARALLEL WITH AND 2275.33 FEET WEST OF THE EAST LINE OF SAID SECTION 26, SOUTH 01°47'01" EAST 2337.21 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°13'15" AN ARC DISTANCE OF 47.24 FEET TO A POINT OF CUSP; THENCE NORTH 88°31'22" EAST 70.11 FEET; THENCE SOUTH 01°47'01" EAST 75.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTH NEW RIVER CANAL PER CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT; THE FOLLOWING THREE (3) COURSES RUN ALONG SAID NORTH RIGHT OF WAY LINE: (1) SOUTH 88°26'14" WEST 292.50 FEET; (2) SOUTH 88°26'20" WEST 2000.90 FEET; (3) SOUTH 88°28'27" WEST 219.36 FEET; THENCE NORTH 84°40'59" WEST 100.72 FEET; THENCE PARALLEL WITH AND 12.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID SOUTH NEW RIVER CANAL, SOUTH 88°28'27" WEST 333.08 FEET; THENCE SOUTH 01°31'33" EAST 12.00 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF SAID SOUTH NEW RIVER CANAL, SOUTH 88°28'27" WEST 29.75 FEET; THENCE NORTH 01°46'29" WEST 1111.58 FEET; THENCE NORTH 88°13'31" EAST 99.93 FEET; THENCE NORTH 01°47'01" WEST 80.98 FEET TO A POINT ON A 152.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 00°28'20" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°40'33" AN ARC DISTANCE OF 28.32 FEET TO A POINT OF REVERSE CURVATURE OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°59'14" AN ARC DISTANCE OF 89.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°47'01" WEST 348.85 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°07'12" AN ARC DISTANCE OF 83.43 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°21'10" WEST 1649.21 FEET TO THE POINT OF BEGINNING.

Exhibit B  
2 of 2

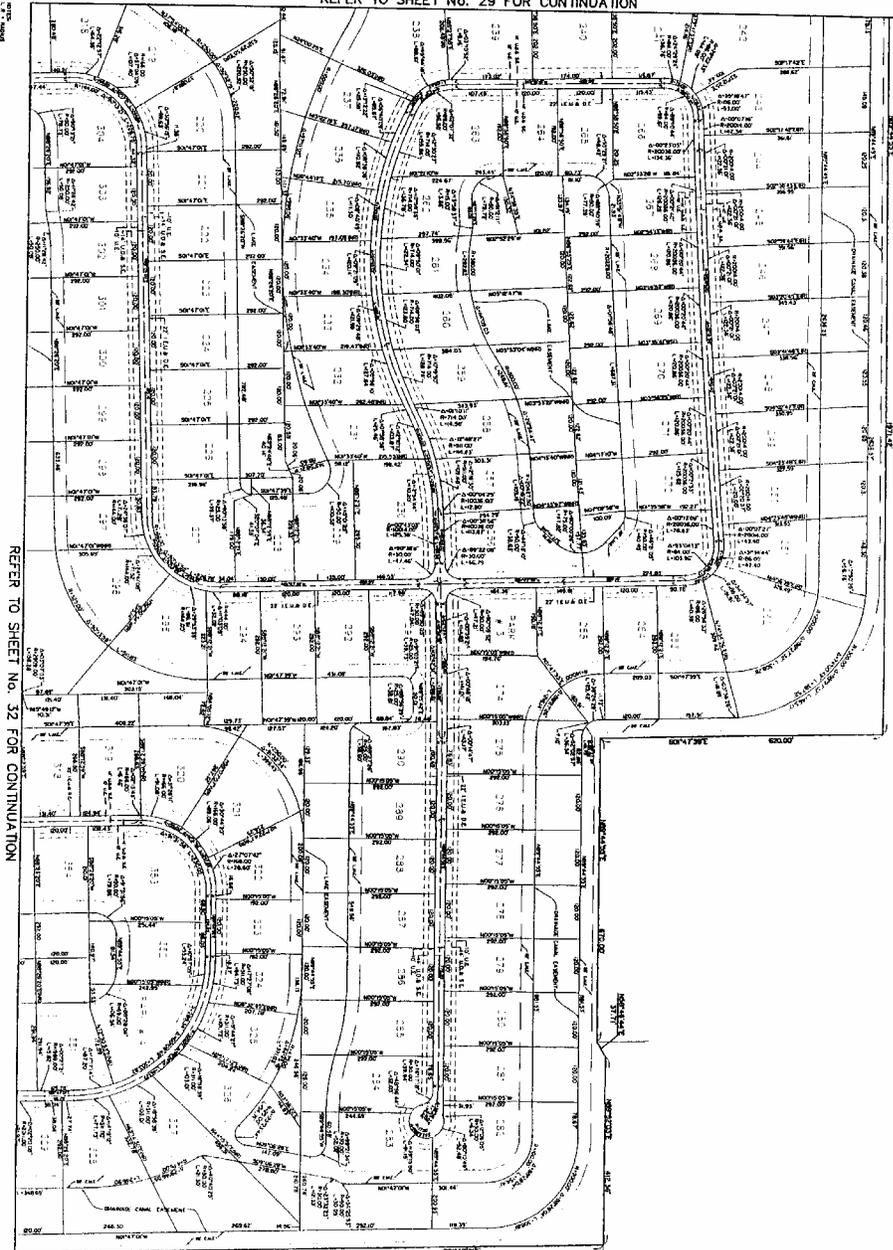
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BK2600P30386

REFER TO SHEET No. 29 FOR CONTINUATION



REFER TO SHEET No. 32 FOR CONTINUATION

1. THE PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

2. THE PLAN IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

3. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY FIELD SURVEY.

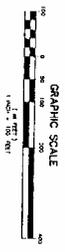
4. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY FIELD SURVEY.

5. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY FIELD SURVEY.

THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE CLIENT IS IN SUBSTANTIAL ACCORD WITH THE FIELD SURVEY.

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NO.	REVISION	DATE
1	ISSUED FOR PERMITS	01/22/87
2	REVISED TO SHOW CHANGES	01/22/87
3	REVISED TO SHOW CHANGES	01/22/87
4	REVISED TO SHOW CHANGES	01/22/87
5	REVISED TO SHOW CHANGES	01/22/87

JAN 22 1987

**HORIZONTAL CONTROL PLAN**

MANHATTAN FARMS EAST

BROWARD COUNTY, FLORIDA

ENGINEER: **WILLIAMS**

25861-05

07/28/86

02/28/86

*EMILY 5.2*

*3/9/87*





RESOLUTION R-97-31

AK2 6000F50388

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND PASADENA AT IMAGINATION FARMS, INC. RELATING TO THE PROVISION OF A LIEN FOR THE SECURITY TO SECURE THE REQUIRED SUBDIVISION IMPROVEMENTS FOR THE PASADENA ESTATES AT IMAGINATION FARMS; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, Pasadena at Imagination Farms, Inc., desires to submit a lien for the security to secure the required subdivision improvements for Pasadena Estates at Imagination Farms subdivision; and

WHEREAS, the Agreement attached hereto as Exhibit "A" satisfies the requirements for installation of required improvements.

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 appropriate Town officials to enter into an Agreement, attached hereto as Exhibit "A", between Pasadena at Imagination Farms, Inc., and the Town of Davie; providing for a property lien security to secure the required subdivision improvements.

SECTION 2: This resolution shall take effect immediately upon its passage and adoption.

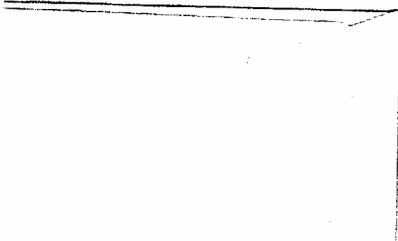
PASSED AND ADOPTED THIS 22nd DAY OF January, 1997.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 22nd DAY OF January, 1997.



BK26000F30389

RESOLUTION R-97-31

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND PASADENA AT IMAGINATION FARMS, INC. RELATING TO THE PROVISION OF A LIEN FOR THE SECURITY TO SECURE THE REQUIRED SUBDIVISION IMPROVEMENTS FOR THE PASADENA ESTATES AT IMAGINATION FARMS; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, Pasadena at Imagination Farms, Inc., desires to submit a lien for the security to secure the required subdivision improvements for Pasadena Estates at Imagination Farms subdivision; and

WHEREAS, the Agreement attached hereto as Exhibit "A" satisfies the requirements for installation of required improvements.

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

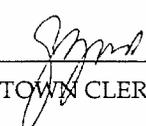
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SECTION 2: This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 22nd DAY OF January, 1997.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 22nd DAY OF January, 1997.

PASADENA AT IMAGINATION FARMS, INC.  
BARRY W. COBBEN  
P.O. Box 5824  
Davie, FL 33414

RECORDED IN THE ORIGINAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

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