

DEVELOPMENT SERVICES DEPARTMENT
Planning & Zoning Division

MEMORANDUM

PZ 06-16-99

06/16/99 COUNCIL AGENDA ITEM

TO: Robert Rawls, Interim Town Administrator

THRU: Mark Kutney, AICP, Development Services Director

BY: Gayle Easterling, AICP, Planning and Zoning Manager

DATE: June 3, 1999

RE: DG 6-2-99 - Resolution

The attached Resolution authorizes the Mayor and Town Administrator to enter into an Agreement relating to temporary vehicular access on Orange Drive to the Spielman-Margolis Replat located at the northwest corner of Orange Drive and University Drive.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, DAVID MARGOLIS, AND STANLEY SPIELMAN, TRUSTEE, PROVIDING FOR TEMPORARY ACCESS ON ORANGE DRIVE TO THE SPIELMAN-MARGOLIS REPLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT.

WHEREAS, David Margolis and Stanley Spielman, Trustee, is proposing temporary access on Orange Drive to the Spielman-Margolis Replat; and

WHEREAS, Broward County will allow the temporary access subject to certain limitations should an agreement be entered into with the Town as a party.

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

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "AA", between Broward County, David Margolis, and Stanley Spielman, Trustee, and the Town of Davie, providing for temporary access on Orange Drive to the Spielman-Margolis Replat subject to certain limitations.

SECTION 2. The Town of Davie acknowledges the limitations relating to the temporary access to the Spielman-Margolis Replat as indicated in the agreement.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

AGREEMENT

Between

BROWARD COUNTY

and

DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE

and

THE TOWN OF DAVIE

Relating to

NONVEHICULAR ACCESS LINE

This is an Agreement between: **BROWARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

David Margolis and Stanley Spielman, Trustee, its successors and assigns, hereinafter referred to as "DEVELOPER,"

AND

THE TOWN OF DAVIE, a Florida municipal corporation, hereinafter referred to as "Davie".

WITNESSETH:

WHEREAS, the DEVELOPER holds fee simple title to the Spielman Plat as recorded in the Plat Book 156, Page 38 of the Public Records of Broward County, and the Margolis Plat as recorded in Plat Book 156 at Page 37 of the Public Records of Broward County, hereinafter referred to as "Property"; and

WHEREAS, the DEVELOPER is replatting the Property into a plat known as the Spielman-Margolis Replat, Plat No. 006-MP-96.

WHEREAS, vehicular access to said Property is restricted by the Nonvehicular Access Line ("Nonvehicular Access Line") created by the Spielman Plat and the Margolis Plat and will be restricted by the Nonvehicular Access Line created by the Spielman-Margolis Replat, when recorded; and

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE AND DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE RELATING TO NONVEHICULAR ACCESS LINE

WHEREAS, the DEVELOPER desires to have temporary vehicular access to said Property across the existing and proposed Nonvehicular Access Line at the location described in Exhibit "A" ("Temporary Driveway Access"); and

WHEREAS, the DEVELOPER has applied to the COUNTY for approval of the Temporary Driveway Access to provide temporary access to an existing building on the Property that has historically used the Temporary Driveway Access and to provide access to a microcell which is to be installed by AT&T on a lightpole or flagpole on the Property.

WHEREAS, the DEVELOPER has received the required approval for the Temporary Driveway Access from the Town of Davie; and

WHEREAS, the COUNTY has no objection to allowing the Temporary Driveway Access, subject to certain conditions described herein; and

IN CONSIDERATION of the mutual terms, considerations, and promises set forth below the COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY hereby authorizes DEVELOPER to use the Temporary Driveway Access subject to the following conditions:
 - a) The use of the Temporary Driveway Access shall be discontinued and the Temporary Driveway Access shall be removed at the earlier of the following:
 - (i) Two (2) years from the date of this Agreement.; or
 - (ii) Issuance of the first certificate of occupancy for a new building on the Property.
 - (iii) Within ninety (90) days after issuance of the first building permit for a new building on the property.
 - b) The Temporary Driveway Access may only be used for office use of the existing building located in the southeast corner of the property, by the DEVELOPER, and its employees and for access to the microcell which is to be installed on a lightpole or flagpole on the Property.
3. The DEVELOPER shall provide the COUNTY with security in a form acceptable to the COUNTY in the amount of \$1,200.00, payable to the Broward County Board of County Commissioners which will guarantee the DEVELOPER's removal of any driveways constructed

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE AND DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE RELATING TO NONVEHICULAR ACCESS LINE

within the temporary opening created by this Agreement and the replacement of any swales, sidewalks or sod. A copy of the security shall be attached hereto as Exhibit "B" and made a part hereof.

4. In the event DEVELOPER does not remove the Temporary Driveway Access as required by this Agreement, COUNTY shall be entitled to draw against the surety in order to remove said driveways. If COUNTY draws against the surety and the amount recovered is less than the amount required to remove the driveways and replace swale areas, sod and sidewalks displaced by the temporary driveways, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount required to remove the temporary driveway pavement and replace swale areas, sod and sidewalks, plus costs and interest accrued from the due date at a rate of twelve percent (12%) per annum.

5. Upon removal of the driveway and replacement of swales, sidewalks and sod, DEVELOPER shall notify the Broward County Engineering Division in writing of such construction. Within thirty (30) days of receipt of the written notice, the Engineering Division shall make a determination as to whether the driveway has been removed and swales, sidewalks and sod have been replaced. Within ninety (90) days from the date of such determination the COUNTY shall return the security provided by the DEVELOPER.

6. This Agreement shall be recorded in the Official Records of Broward County.

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE AND DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE RELATING TO NONVEHICULAR ACCESS LINE

IN WITNESS WHEREOF, the parties 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, authorized to execute same by Board action on the 18th day of May, 1999, the **Town of Davie** through its **Town Counsel** signing by and through its **Mayor** and **David Margolis** and **Stanley Spielman, Trustee**.

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

Approved as to form and legality
by Office of COUNTY ATTORNEY
for Broward County, Florida
Edward Dion,
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
(954) 357-7600

By: _____
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE AND DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE RELATING TO NONVEHICULAR ACCESS LINE

DEVELOPER

WITNESSES:

DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE

Catherine Mackenzie
Name: CATHERINE S. MACKENZIE

By: *[Signature]*
David Margolis

Belle Margolis
Name: BELLE MARGOLIS

Catherine Mackenzie
Name: CATHERINE S. MACKENZIE

By: *[Signature]*
Stanley Spielman

Belle Margolis
Name: BELLE MARGOLIS

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 20 day of MAY, 1999, by David Margolis as Trustee. He is personally known to me and did not take an oath.



NOTARY PUBLIC:
sign *[Signature]*
print CIVITA LITTMANN

State of Florida at Large (Seal)
My Commission Expires:



AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE AND DAVID MARGOLIS AND STANLEY SPIELMAN, TRUSTEE RELATING TO NONVEHICULAR ACCESS LINE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 20 day of MAY, 1999, by Stanley Spielman as Trustee. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

sign
print

Civita Littmann
CIVITA LITTMANN

State of Florida (Seal)
My Commission Expires:



EXHIBIT "A"
TEMPORARY DRIVEWAY ACCESS

REGISTERED
LAND SURVEYORS
Charlie C. Winningham II
Arnold J. Waldsmith

C. C. WINNINGHAM CORPORATION



REGISTERED
LAND SURVEYORS
Charles E. Goldsmith
Wallace L. Higgins, Jr.

Francis J. Sousa

Land Surveyors • Land Development Consultants • Plat Expeditors

1040 N.E. 45th STREET • OAKLAND PARK, FLORIDA 33334
PHONE: (954) 772-2640
FAX: (954) 938-9072

June 3, 1999

DESCRIPTION OF A TEMPORARY OPENING OF A NON-VEHICULAR ACCESS LINE OF TRACT A MARGOLIS PLAT

Commencing at the Southerly terminus of the corner cord at the Southeast corner of Tract A, MARGOLIS PLAT, as recorded in Plat Book 156 at Page 38 of the Public Records of Broward County, Florida; thence run South $88^{\circ}30'31''$ West 58 feet along the South boundary of said Tract A to the Point of Beginning of the following described opening; thence continue South $88^{\circ}30'31''$ West 24 feet along said South boundary to the terminus of said opening .

Said lands situate in the town of Davie, Broward County, Florida.

EXHIBIT "B"

SECURITY

CASH BOND

to

SECURE THE REMOVAL OF A TEMPORARY ACCESS DRIVEWAY AS
REQUIRED BY A NONVEHICULAR ACCESS AGREEMENT

WHEREAS, David Margolis and Stanley Spielman, Trustee, its successors and assigns, ("**DEVELOPERS**") have entered into a Nonvehicular Access Line Agreement among Broward County, the Town of Davie and the Developers authorizing a temporary driveway access across the Nonvehicular Access Line for the Margolis Plat as recorded in Plat Book 156, Page 38 of the public records of Broward County, Florida and across the Nonvehicular Access Line for the Spielman-Margois Replat, which is approved but not yet recorded. ("Temporary Access Agreement") attached hereto as Exhibit "A"; and

WHEREAS, of the Temporary Access Agreement requires **DEVELOPER** to provide security to the County for the removal of the temporary driveway as required by the Temporary Access Agreement; and

WHEREAS, DEVELOPER desires to secure those obligations by delivering to the **COUNTY**, subject to the terms of this Cash Bond, a cashier's check payable to the Broward County Board of County Commissioners, to secure this obligation of the Temporary Access Agreement.

NOW, THEREFORE, the conditions of the Cash Bond shall be as follows:

1. The **DEVELOPER** shall remove the Temporary Access as and when required by the Temporary Access Agreement.
2. The requirement of the **DEVELOPER** to bond for the removal of the Temporary Access is hereby secured by a cashier's check in the amount of One Thousand Two Hundred Dollars (\$1,200.00), payable to the Broward County Board of County Commissioners; provided, however, that the **DEVELOPER** may in the future, at the election of the **DEVELOPER**, substitute a surety bond or letter of credit acceptable to **COUNTY**, in like amount for this Cash Bond.
3. If the **DEVELOPER** should fail to remove the Temporary Access as required, the **COUNTY** may, in addition to all other remedies available at law and equity, draw upon the Cash Bond and use the funds, or cause the funds to be used for, removal of the Temporary Access.

4. Upon removal of the Temporary Access, the DEVELOPER shall notify the Broward County Engineering Division of such completion; and, upon a determination by Broward County Engineering that the Temporary Access has been properly removed, the COUNTY shall have ninety (90) days from the date of such determination to remit One Thousand Two Hundred Dollars (\$1,200.00) to the DEVELOPER.

IN WITNESS WHEREOF, the undersigned has made and executed this Cash Bond on the date specified below.

DEVELOPER

WITNESSES:

**DAVID MARGOLIS AND STANLEY
SPIELMAN, TRUSTEE**

Name: _____

By: _____
David Margolis

Name: _____

Name: _____

By: _____
Stanley Spielman

Name: _____