



Town Council Agenda Report

SUBJECT: Resolution - Developers Agreement

Application No. and Location: DA 4-1-00 The Spielman-Margolis Replat

CONTACT PERSON/NUMBER

Mark A. Kutney, AICP (797-1101)

TITLE OF AGENDA ITEM:

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, AND DAVID MARGOLIS, INDIVIDUALLY AND AS TRUSTEE, AND STANLEY SPIELMAN, AS TRUSTEE AND THE BIG ORANGE DEVELOPMENT, LTD., PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS RELATED TO THE SPIELMAN-MARGOLIS REPLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

On October 18, 1995, Town Council approved the Spielman-Margolis replat, this plat requires various transportation improvements to satisfy concurrency requirements.

Broward County requires the Town to participate in this agreement, which stipulates the Town will not issue any building permits for construction of a principal building within the Plat until such time as the Developer provides the Town with written confirmation from the County that the Developer has provided financial surety for the improvements. The Town also agrees to not issue any certificates of occupancy for the plat until the completion of the improvements noted in this agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: None

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution and backup, Land Use map, Subject Site map and Aerial

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, AND DAVID MARGOLIS, INDIVIDUALLY AND AS TRUSTEE, AND STANLEY SPIELMAN, AS TRUSTEE AND THE BIG ORANGE DEVELOPMENT, LTD., PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS RELATED TO THE SPIELMAN-MARGOLIS REPLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, David Margolis and Stanley Spielman, as Trustees, and The Big Orange Development, Ltd., are proposing to develop properties known as the The Spielman-Margolis Replat; and

WHEREAS, Broward County will allow remedial measures to satisfy concurrency requirements for compact deferral areas 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 "A", between Broward County, David Margolis, Individually and as Trustee and Stanley Spielman, as Trustee, The Big Orange Development, Ltd., and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue a certificate of occupancy for any development within the Spielman-Margolis Replat prior to payment of the monies to Broward County described in Exhibit "A".

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 _____, 2000.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

DAH-1-00

Return recorded copy to
Development Management Division
Broward County DPEP
115 S. Andrews Avenue, Room A-240
Fort Lauderdale, FL 33301

Document prepared by:

Paul D'Arelli, Esq.
Greenberg Traurig, P.A.
515 E. Las Olas Boulevard
Fort Lauderdale, FL 33301
(954) 768-8248

AGREEMENT

Among

BROWARD COUNTY

And

THE TOWN OF DAVIE

And

DAVID MARGOLIS, individually and as Trustee; STANLEY SPIELMAN, Trustee; and THE BIG ORANGE DEVELOPMENT LTD.
for

INSTALLATION OF REQUIRED IMPROVEMENTS
RELATING TO

THE SPIELMAN-MARGOLIS REPLAT

This is an Agreement among BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

THE TOWN OF DAVIE, ^{Florida} a municipal corporation, organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

DAVID MARGOLIS, individually and as Trustee; STANLEY SPIELMAN, Trustee; and THE BIG ORANGE DEVELOPMENT LTD. herein after referred to as "DEVELOPER," its successors and assigns.

CAF#249
06/29/98

WHEREAS, DEVELOPER'S plat, known as the SPIELMAN-MARGOLIS REPLAT
(006-MP-96), hereinafter referred to as the "PLAT," was approved by the Board of
County Commissioners of Broward County on December 15, 1998, and is
described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the PLAT was approved subject to certain conditions to ensure the
protection of the public health and safety, and one of the conditions imposed at the time
of PLAT approval was the construction of certain improvements;

WHEREAS, the PLAT is located within the boundaries of the CITY; 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 incorporated herein; NOW THEREFORE,

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

1. INSTALLATION OF REQUIRED IMPROVEMENTS.

- (a) DEVELOPER agrees to and DEVELOPER shall construct the improvements
described in Exhibit "B" attached hereto, hereinafter referred to as "the
Improvements." Said Improvements shall be constructed according to the
schedule set forth in Exhibit "B."
- (b) The Improvements described in Exhibit "B" 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. 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.
- (c) Notwithstanding subparagraphs 1.(a) and (b) above, COUNTY agrees that
the turn lane improvements(s) described in Exhibit "B" shall not be required
if the associated opening(s) in the nonvehicular access line depicted on the
PLAT are eliminated through the recordation of an agreement to amend the
nonvehicular access line pursuant to approval by COUNTY. In that event,
COUNTY agrees to authorize reduction of the security provided by
DEVELOPER according to provisions of paragraph 5. below.

2. 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.
3. CITY agrees not to issue building permits for construction of a principal building within the PLAT until such time as DEVELOPER provides CITY with written confirmation from COUNTY that DEVELOPER has complied with paragraph 5.(c) of this Agreement.
4. CITY agrees not to issue any certificates of occupancy for the plat prior to completion of improvements according to the schedule set forth in Exhibit "B."

5. SECURITY AND DEFAULT:

- (a) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of three hundred fourteen thousand and sixty-eight Dollars (\$ 314,068.00). 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.
- (b) 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.
- (c) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the PLAT 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 three hundred fourteen thousand and sixty eight Dollars (\$ 314,068.00), 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."
- (d) Pursuant to subsection 5(c) above, 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 PLAT 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 PLAT shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

- (e) 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.
 - (f) DEVELOPER shall ensure that the 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.
 - (g) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described in paragraph 5(c) 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 four (4) months 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 PLAT, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the PLAT.
6. Upon the completion of one or more of the 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 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 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." If a full or partial release is warranted for Improvements secured by lien under this Agreement, the COUNTY shall execute any and all documents satisfying and discharging said lien which shall be recorded in the Official Records of Broward County.

7. DEVELOPER agrees that the construction contract(s) for the Improvements shall include the following:
- (a) Indemnify and save harmless the COUNTY, the Board of County Commissioners of Broward County, and the State of Florida, 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 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 an act or omission of the said contractor, subcontractor, agents, servants or employees.
 - (b) 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.
 - (c) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.
 - (d) Comprehensive General Liability Insurance 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.
 - Underground Coverages.COUNTY and the Broward County Board of County Commissioners are to be named as additional insureds with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or negligent acts or omissions of COUNTY in connection with general supervision of such operation
 - (e) 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 and hired and non-owned vehicles.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

8. COUNTY agrees that this Agreement satisfies the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, 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 permitting agency, the local government may issue certificates of occupancy for parcels or portions of the PLAT.
9. Nothing herein shall prevent the COUNTY or CITY from enforcing the requirements of this Agreement against the owners, successors or assigns in any part of the PLAT.
10. The DEVELOPER agrees to execute any and all other instruments or documents as may be required to effectuate the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, and this Agreement.
11. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

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

For the CITY:

TOWN OF DAVIE

C/O TOWN ADMINISTRATOR

6591 Orange Avenue; Davie, FL 33314

For the DEVELOPER:

MARGOLIS, SPIELMAN AND THE BIG ORANGE DEVELOPMENT LTD.

C/O MARGOLIS ENTERPRISES

141 NW 20 Street; Suite G-122; Boca Raton, FL 33431

12. RELEASE. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a 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 PLAT, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the PLAT for which this road impact obligation has been satisfied.
13. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County.

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO
THE SPIELMAN-MARGOLIS REPLAT

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 15th day of December, 1998, the **Town of Davie** through its **Town Council** signing by and through its **Mayor** and **Town Administrator** and **Developers**, through their duly authorized representatives to execute the 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

Approved as to form and legality
by Office of COUNTY ATTORNEY
for Broward County, Florida
Edward Dion, City Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Assistant County Attorney

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE SPIELMAN-MARGOLIS REPLAT

DEVELOPER

WITNESSES:

Seymour M. Dostal
Name: Seymour M. Dostal

Belle Margolis
Name: Belle Margolis

Seymour M. Dostal
Name: SEYMOUR M. DOSTAL

Belle Margolis
Name: Belle Margolis

DAVID MARGOLIS, Individually and TRUSTEE AND STANLEY SPIELMAN, TRUSTEE

By: [Signature]
David Margolis, Individually and as Trustee

By: [Signature]
Stanley Spielman, as Trustee

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 3rd day of April, 2000, by David Margolis Individually and as Trustee. He is personally known to me and did not take an oath.



NOTARY PUBLIC:
sign [Signature]
print Civita Littman

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

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO
THE SPIELMAN-MARGOLIS REPLAT

STATE OF Florida)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 3rd day of April, 2000,
by Stanley Spielman as Trustee. He is personally known to me and did not take an oath.

NOTARY PUBLIC:

sign *Civita Littmann*
print Civita Littmann

State of Florida (Seal)

My Commission Expires:



AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO THE SPIELMAN-MARGOLIS REPLAT

WITNESSES:

Alan Margolis
Name: Alan Margolis

[Signature]
Name: [Signature]

THE BIG ORANGE DEVELOPMENT, L.T.D.,
By: University Development and Management Corporation,
A Florida Corporation, General Partner

By: [Signature]
David Margolis, Vice President

STATE OF FLORIDA Florida,
COUNTY OF Polk

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by David Margolis, as Vice President of University Development and Management Corporation, a Florida Corporation, on behalf of the Corporation. 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:

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Jessica A. Hillman

[Signature]
Print Name: Pamela Turk

MORTGAGEE:

City National Bank of Florida

By: [Signature]

Name: Lynda Napoleano

Title: Senior Vice President

Address: 450 E. Las Olas Blvd #160
Fort Lauderdale, FL 33301

STATE OF Florida)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 3rd day of April, 2000, by Lynda Napoleano, the Senior Vice President of City National Bank of Florida a not-for-profit corporation. He/she personally appeared before me, is personally known to me or produced [Signature] as identification.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: Pamela Turk
Notary Public, State of Florida
My Commission expires: _____

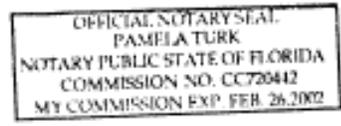


Exhibit A
Speilman-Margolis Replat
Legal Description

Tract A, according to the MARGOLIS PLAT, as recorded in Plat Book 156, at Page 38 and Tract A, according to the SPEILMAN PLAT, as recorded in Plat Book 156, at Page 37, all in the Public Records of Broward County, Florida, and containing 36.147 acres, more or less.

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

EXHIBIT "B"
 List of Improvements
 Page 1 of 4

Improvement Description	Completion Date
PHASE I	
TRAFFICWAY IMPROVEMENTS	
DRR Staff Recommendation 8) - The removal of all existing driveways within Phase I which are in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter and sidewalk in these openings when necessary to complete the required improvement.	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A.
Delegation Request Recommendation #iii - The reconstruction of the existing median opening on University Drive, that aligns with the 100 foot opening.	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A, or upon construction of a driveway onto University Drive within the 100 foot opening, which ever occurs first.
Delegation Request Recommendation #iv - A southbound right turn lane on University Drive at the 100 foot opening with 235+ feet of storage* and 50 feet of transition.*	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A, or upon construction of a driveway onto University Drive within the 100 foot opening, which ever occurs first.
Delegation Request Recommendation #v - A northbound left turn lane on University Drive at the 100 foot opening with 235+ feet of storage# and 50 feet of transition.*	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A, or upon construction of a driveway onto University Drive within the 100 foot opening, which ever occurs first.
Delegation Request Recommendation #vi - An eastbound left turn lane on the driveway in the 100 foot opening at University Drive with 200 feet of storage# and 100 feet of transition.	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A, or upon construction of a driveway onto University Drive within the 100 foot opening, which ever occurs first.
SIDEWALK REQUIREMENTS	
DRR Staff Recommendation 11 - Along University adjacent to the Plat.	Prior to issuance of any Certificate of Occupancy within Phase I as illustrated in Exhibit A.

EXHIBIT "B"

List of Improvements

Page 2 of 4

Improvement Description

Completion Date

<u>PHASE I (continued)</u>	
<p>TRAFFIC SIGNAL CONDUIT RELOCATION</p> <p>DRR Staff Recommendation 12 - A Traffic Signal Conduit Relocation Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All easements necessary for relocation and maintenance of the conduit must be shown. No bond amounts will be approved without approved Traffic Signal Conduit Relocation Plans. No bonds shall be released without field inspection and final approval by the Division of all materials, installations and locations.</p>	<p>As required for installation of the Phase I improvements.</p>
<p>STREET LIGHTING CONDUIT RELOCATION</p> <p>DRR Staff Recommendation 13 - A Street Lighting Conduit Relocation Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All easements necessary for relocation and maintenance of the conduit must be shown. No bond amounts will be approved without approved Street Lighting Conduit Relocation Plans. No bonds shall be released without field inspection and final approval by the Division of all materials, installations and locations.</p>	<p>As required for installation of the Phase I improvements.</p>
<p>PAVEMENT MARKINGS AND SIGNS</p> <p>DRR Staff Recommendation 14 - A Pavement Marking and Signing Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All pavement markings shall be thermoplastic. Pavement markings and signing materials shall be fully reflectorized with high intensity materials.</p>	<p>As required for installation of the Phase I improvements.</p>

EXHIBIT "B"
 List of Improvements
 Page 3 of 4

Improvement Description	Completion Date
<p align="center">PHASE II</p>	
<p>TRAFFICWAY IMPROVEMENTS</p> <p>DRR Staff Recommendation 8) - The removal of all existing driveways within Phase II which are in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter and sidewalk in these openings when necessary to complete the required improvement.</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A.</p>
<p>TURN LANE IMPROVEMENTS</p> <p>DRR Staff Recommendation 9a) - A westbound right turn lane on Orange Drive at the eastern 80-foot opening with 150 feet of storage and 100 feet of transition.</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A, or upon construction of a driveway onto Orange Drive within the eastern 80-foot opening, which ever occurs first.</p>
<p>DRR Staff Recommendation 9b) - A westbound right turn lane on Orange Drive at the western 80-foot opening with 150 feet of storage and 100 feet of transition.</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A, or upon construction of a driveway onto Orange Drive within the western 80-foot opening, which ever occurs first.</p>
<p>DRR Staff Recommendation 10a) - An eastbound left turn lane on Orange Drive at the eastern 80-foot opening with 200 feet of storage and 100 feet of transition.</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A, or upon construction of a driveway onto Orange Drive within the eastern 80-foot opening, which ever occurs first.</p>
<p>DRR Staff Recommendation 10b) - An eastbound left turn lane on Orange Drive at the western 80-foot opening with 200 feet of storage and 100 feet of transition.</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A, or upon construction of a driveway onto Orange Drive within the western 80-foot opening, which ever occurs first.</p>
<p>SIDEWALK REQUIREMENTS</p> <p>DRR Staff Recommendation 11 - Along Orange Drive adjacent to the Plat</p>	<p>Prior to issuance of any Certificate of Occupancy within Phase II as illustrated in Exhibit A.</p>

EXHIBIT "B"

List of Improvements

Page 4 of 4

Improvement Description

Completion Date

<u>PHASE II (continued)</u>	
<p>TRAFFIC SIGNAL CONDUIT RELOCATION</p> <p>DRR Staff Recommendation 12 - A Traffic Signal Conduit Relocation Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All easements necessary for relocation and maintenance of the conduit must be shown. No bond amounts will be approved without approved Traffic Signal Conduit Relocation Plans. No bonds shall be released without field inspection and final approval by the Division of all materials, installations and locations.</p>	<p>As required for installation of the Phase II improvements.</p>
<p>STREET LIGHTING CONDUIT RELOCATION</p> <p>DRR Staff Recommendation 13 - A Street Lighting Conduit Relocation Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All easements necessary for relocation and maintenance of the conduit must be shown. No bond amounts will be approved without approved Street Lighting Conduit Relocation Plans. No bonds shall be released without field inspection and final approval by the Division of all materials, installations and locations.</p>	<p>As required for installation of the Phase II improvements.</p>
<p>PAVEMENT MARKINGS AND SIGNS</p> <p>DRR Staff Recommendation 14 - A Pavement Marking and Signing Plan, three copies, including cost estimate shall be provided to the Traffic Engineering Division. All pavement markings shall be thermoplastic. Pavement markings and signing materials shall be fully reflectorized with high intensity materials.</p>	<p>As required for installation of the Phase II improvements.</p>

C:\MSWORD\999\DIR\PLANS\99\PHASE II\MAN EXH
Revised: January 11, 2000



December 8, 1999

Public Works Department
Engineering Division
 115 S. Andrews Avenue, Room 321
 Fort Lauderdale, FL 33301
 (954) 357-6222 • FAX (954) 357-6983

Mr. Henry C. Hillman, Jr., P.E.
 2437 SE 10 Court
 Pompano Beach, FL 33062

RE: Approval of 125% Engineers Cost Estimate for
 the SPIELMAN-MARGOLIS REPLAT (008-MP-06)
 NVAL Delegation request of June 15, 1999

Dear Mr. Hillman:

This is to advise that this office has reviewed your request for approval of the 125% cost estimate for the above referenced plat NVAL Delegation requirements. The acceptable amount for staff recommendations III, IV, V and VI is \$126,304.00. A distribution of the acceptable amount for the aforesaid staff recommendations is as follows:

Staff Recommendation III

\$20,745.00 The reconstruction of the existing median opening on University Drive that aligns with the 100 foot opening.

Staff Recommendation IV

\$54,699.00 A southbound right turn lane on University Drive at the 100 foot opening with 235 feet of storage and 50 feet of transition.

Staff Recommendation V

\$37,709.00 A northbound left turn lane on University Drive at the 100 foot opening with 235 feet of storage and 50 feet of transition.

Staff Recommendation VI

\$13,151.00 An eastbound left turn lane on the driveway in the 100 foot opening at University Drive with 200 feet of storage and 100 feet of transition.

The aforesaid cost estimate amounts do include approval of amounts for pavement marking and signing.

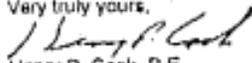
Approval of the amounts contained within this letter are valid for a period of one year from the date of this letter.

This is to advise that any bond posted as a result of the approval of this cost estimate amount does not relieve your client of the obligation to submit plans to this office for review and approval. The submission of plans must occur at least thirty (30) days prior to construction of the improvements or issuance of the first building permit, whichever first occurs, unless a recorded phasing agreement stipulates otherwise.

Should a review of any future plans submitted for improvements covered by this cost estimate indicate that the posted security is deemed to be insufficient, then the posting of additional security will be required to cover said deficiency.

Should you have any questions concerning the above please contact Roger Travis of this office at 357-6240.

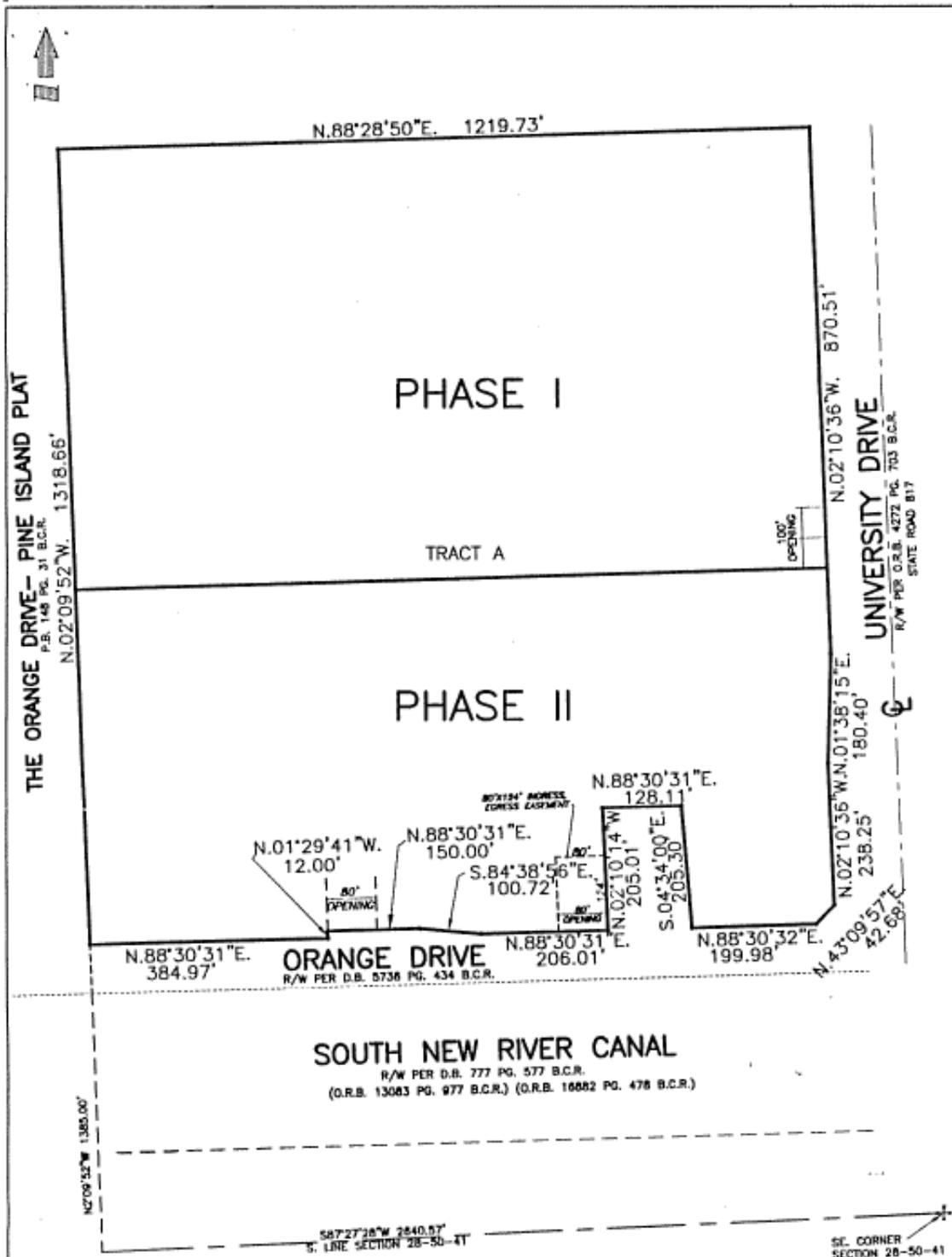
Very truly yours,


 Henry P. Cook, P.E.
 Director

HPC:RCT:

cc: Roger Travis,
 Greg Spencer,
 David Hulzenga

wp1vc:naabm:WARGAL:SPENCER:SERVICES: COUNTY COMMISSIONERS -- An Equal Opportunity Employer and Provider of Services
 Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Keith D. Jacobs Jane Lieberman Lori Nance Parish John E. Roddham, Jr.
 World Wide Web: <http://www.co.broward.fl.us>



SURVEY ABBREVIATIONS

A = ARC DISTANCE	C.L.F. = CHAIN LINK FENCE	GAR. = GARAGE	R = RADIUS
A/C = AIR CONDITION UNIT	Δ = DELTA (CENTRAL ANGLE)	I.R. = IRON ROD	RES. = RESIDENCE
ASPH. = ASPHALT	D.E. = DRAINAGE EASEMENT	L.P. = LIGHT POLE	R/W = RIGHT OF WAY
B.D.G. = BUILDING	E.O.W. = EDGE OF WATER	H/D = NAIL & DISC	STY = STORY
B.M. = BENCH MARK	F.S.B. = FORM BOARDS	○ = REBAR OR PIPE SET L.S.#	S/W = SIDEWALK
C.B.S. = CONCRETE BLOCK STRUCTURE	FND. = FOUND	● = REBAR OR PIPE FND. L.S.#	T.O.B. = TOP OF BANK
CONC. = CONCRETE	F.H. = FIRE HYDRANT	P.O.B. = POINT OF BEGINNING	U.E. = UTILITY EASEMENT
CA. = CENTERLINE	FL.E.L. = FLOOR ELEVATION	P.O.C. = POINT OF COMMENCEMENT	W.M. = WATER METER

REV. 2-10-00
REV. 2-2-00

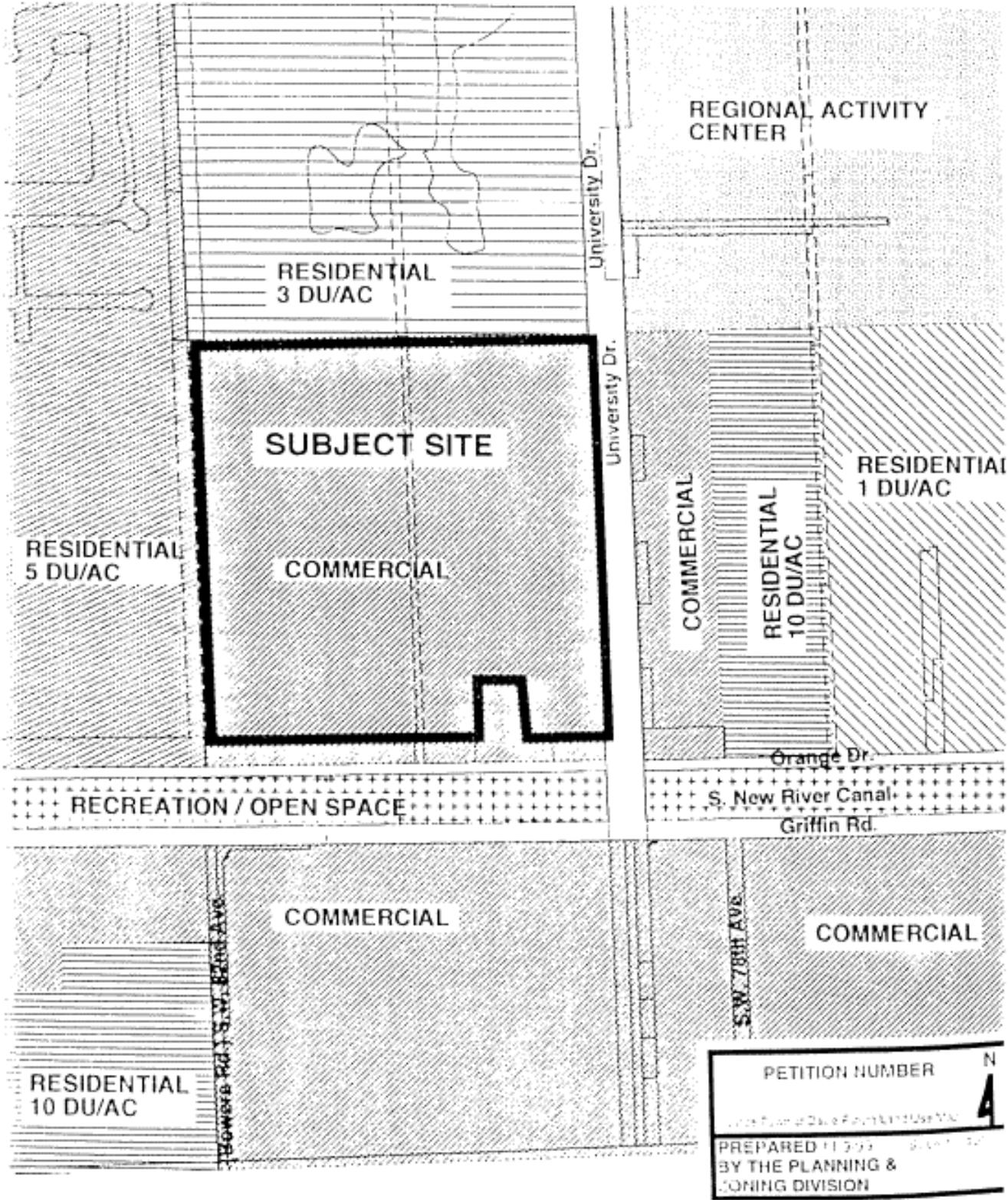
BY: *Charlie C. Winningham II*

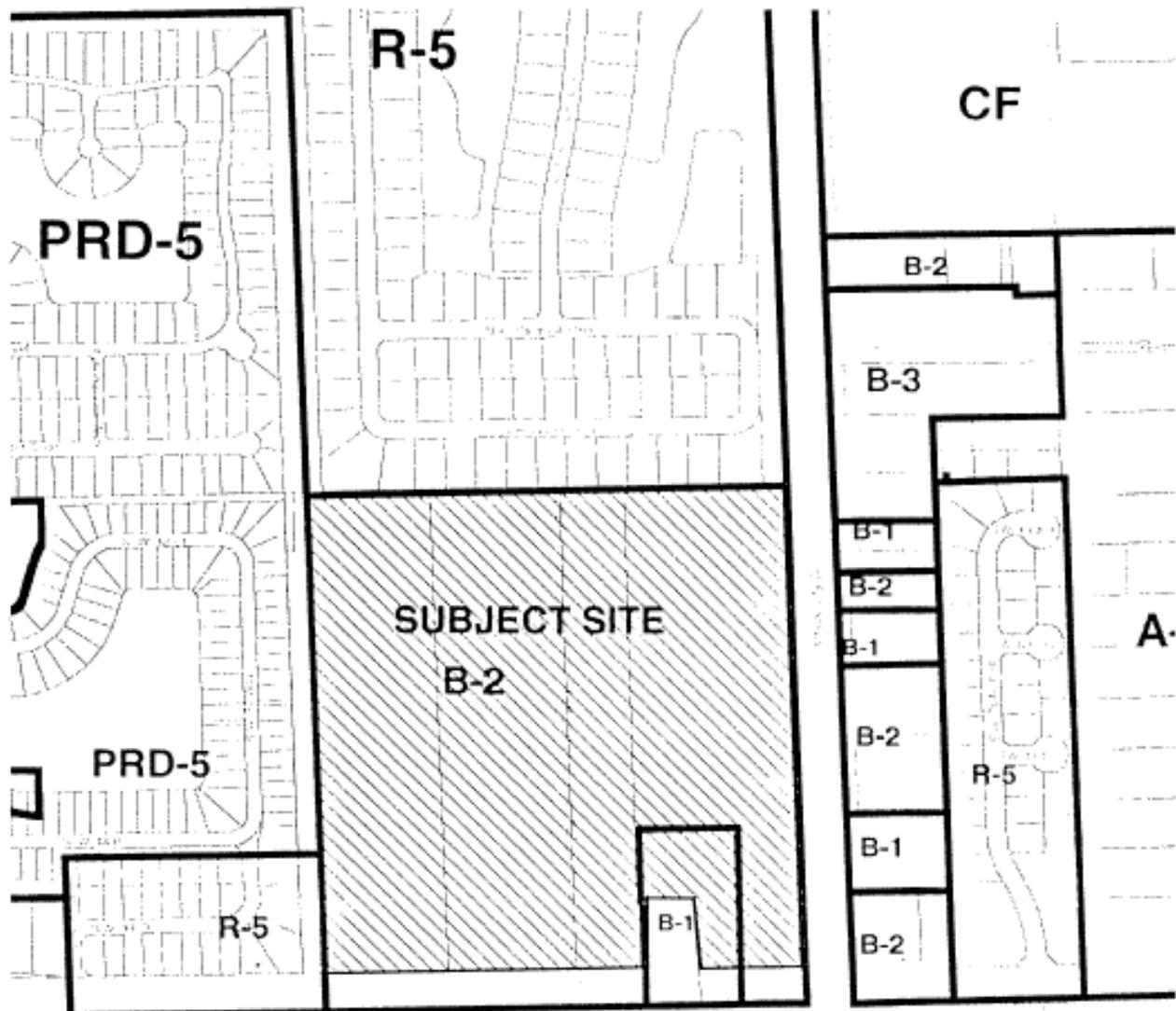
CHARLIE C. WINNINGHAM II PSM # 1580
C.C. WINNINGHAM CORPORATION LB # 46
LAND SURVEYORS

1040 N.E. 45TH STREET OAKLAND PARK, FLORIDA 33334

DATE 01-03-00 PHONE: 954/772-2640 FAX: 954/938-9072

SURVEY	STAKE	SPOT	FINAL
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er Canal

S. New River Canal

