

Meeting Date: 04/28/2015

Agenda Item 3

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING A DEVELOPMENT AGREEMENT FROM RACETRAC PETROLEUM, INC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The applicant has obtained site plan approval for the property located at 599 West Atlantic Boulevard (PZ Number: 13-12000001, Folio: 484235650020). As a condition of approval, the applicant is required to provide a development agreement dedicating 30 feet of right-of-way for NW 2 Street and the roadway construction upon the occurrence of certain conditions. Included herein is the said development agreement and the appropriate exhibits. Please refer to Memorandum no.15-180 for further information.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Racetrac Petroleum Inc

(2) Primary staff contact: Jae Eun Kim/ Robin Bird *JK* Ext. 7778

(3) Expiration of contract, if applicable: N/A

(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Dev. Services	03/23/2015	Approval	<i>[Signature]</i>
City Attorney	03/26/2015	<u> </u>	CAC#2015-775 <i>[Signature]</i>

Advisory Board

Public Works Administrator

City Manager *[Signature]*

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1st Reading	Results:	Results:
2 nd Reading			



City Attorney's Communication #2015-775

March 26, 2015

TO: Jae Eun Kim, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Development Agreement / RaceTrac, 599 W. Atlantic Blvd.

As requested in your memorandum received in our office on March 25, 2015, Department of Development Services Memorandum No. 15-157, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RACETRAC PETROLEUM, INC.; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the agreement prior to submitting the resolution to the City Commission.


GORDON B. LINN

/jrm
l:cor/dev-srv/2015-775

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RACETRAC PETROLEUM, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Racetrac Petroleum, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Racetrac Petroleum, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
3/26/15
l:reso/2015-774

This Instrument Prepared by:
Richard G. Coker, Jr.
Coker & Feiner
1404 South Andrews Avenue
Fort Lauderdale, Florida 33316

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of the 23 day of February, 2015 by and between RACETRAC PETROLEUM, INC., a Georgia corporation ("Developer") with a mailing address of 3225 Cumberland Blvd., Atlanta, GA 30339 and, the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida ("City") with a mailing address of 100 West Atlantic Boulevard, Pompano Beach, FL 33061.

- A. Developer is the owner of fee simple title to a 2.30 acre parcel of land at the northeast corner of Atlantic Boulevard and Northwest 6th Avenue in the City as more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Property").
- B. The Property is currently developed with a Racetrac gas station and convenience store. The Developer has obtained approval from the City for the redevelopment of the Property in accordance with a development order No. 13-12000001 signed by the Chairman of the City's Planning and Zoning Board dated October 20, 2014 ("Development Order"). The approved project which is subject to the Development Order is hereinafter referred to as the "Redevelopment Project".
- C. The Development Order provided, among other things, that prior to the issuance of a building permit for the Redevelopment Project, that the Developer dedicate to the City by deed the north 20 feet of the Property for the right of way of NW 2nd Street and further that the Developer enter into a development agreement for the future dedication of additional right of way for NW 2nd Street and for the construction of a portion of NW 2nd Street in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Developer and the City hereby agree as follows:

1. RECITALS. The foregoing recitals are true and are incorporated in this Agreement this reference.

2. CONDITIONS OF DEVELOPMENT ORDER.

- a. Prior to the issuance of a building permit for the Redevelopment Project, Developer shall convey to the City the portion of the Property described in **Exhibit "B"** attached hereto and made a part hereof ("20 foot Right of Way Parcel") for the right of way for NW 2nd Street adjacent to the Property.
- b. Within thirty (30) days from the notification by the City that the City (i) has allocated and budgeted all funds necessary for the construction of NW 2nd Street as a two lane road to the eastern property line of the Property (the "2nd Street Extension") and has entered into a binding contract for a contractor to construct the 2nd Street Extension and has issued a notice to proceed for such construction, and (ii) has provided 1.53 acre/feet of stormwater storage for the benefit of the Property and a stub-out connection at the Property line ("City Notification"), Developer shall convey to the City an additional 10 foot of right of way for NW 2nd Street adjacent to and abutting the 20 foot Right of Way Parcel (10 foot Right of Way Parcel").
- c. Within six (6) months from the City Notification, the Developer shall prepare plans and submit for all necessary permits for the construction of NW 2nd Street adjacent to the Property in general conformance with the specifications attached hereto as **Exhibit "C"** (NW 2nd Street Improvements"). Once permit applications are filed, Developer agrees that it shall process the permits with due diligence and once all necessary applicable permits are issued and 2nd Street Extension is complete, the Developer shall diligently proceed to complete the NW 2nd Street Improvements. All costs associated with the construction of the NW 2nd Street Improvements (but not the 2nd Street Extension) shall be borne solely by the Developer except that the City agrees to and shall waive all City permit and review fees for the NW 2nd Street Improvements.

3. RELEASE OF DEVELOPER. Upon completion of the NW 2nd Street Improvements and acceptance by the City, the City shall deliver to the Developer a fully executed release of this Agreement in recordable form and all obligations hereunder shall be null and void and of no further force and effect.

4. COVENANT RUNNING WITH THE LAND. The covenants contained within this Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the parties, their successors and assigns, and all parties claiming thereunder until released pursuant to Paragraph 3 above.

5. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and any dispute with respect to it and the rights and duties thereby created shall be litigated in the Circuit Court of the State of Florida in and for Broward County.

6. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT
RACETRAC PETROLEUM, INC.**

THE UNDERSIGNED, as owner and holder of the Mortgage and Security Agreement executed by Racetrac Petroleum, Inc. in favor of BankUnited, FSB recorded October 2, 2002 in Official Records Book 33879, Page 66; Assignment of Leases and Rents recorded October 2, 2002 in Official Records Book 33879, Page 93; Partial Release of Mortgage recorded September 20, 2004 in Official Records Book 38215, Page 1420 and July 5, 2005 in Official Records Book 39992, Page 1045; UCC Financing Statement recorded October 2, 2002 in Official Records Book 33879, Page 105; Continuation of UCC recorded August 17, 2007 in Official Records Book 44495, Page 1669 and June 5, 2012 in Official Records Book 48803, Page 1540, all of the Public Records of Broward County, Florida, hereby acknowledges and consents to the Development Agreement.

The sole purpose of this Acknowledgment is to subordinate the encumbrances hereinabove described to the Development Agreement, but the making or recording hereof shall not impose any affirmative duty on the undersigned.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed as required by law on this 18th day of February, 2015.

Signed, sealed and delivered in the presence of:

Mortgagee:

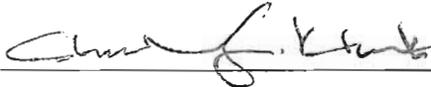


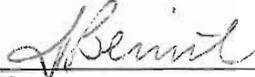
Signature

BANKUNITED, NA

Anisley Lobo

Printed Name:

By: 



Signature

Print Name: Charles J. Klenk

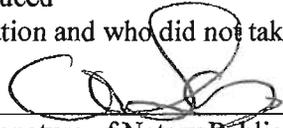
Della Bennett

Printed Name

Title: Senior Vice President

STATE OF FLORIDA:
COUNTY OF MIAM-DADE:

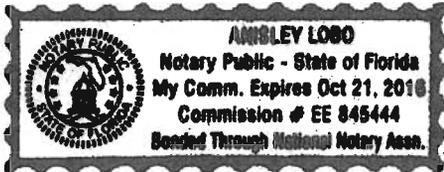
The foregoing instrument was acknowledged before me this 18th day of February, 2015, by Charles J. Klenk, as Senior Vice President of BankUnited, NA, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and who did not take an oath.



Signature of Notary Public

Anisley Lobo

Print, type or stamp name of Notary
and Commission No.



PROPERTY

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 'A', MAPLES PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 142, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

A) PORTION CONVEYED TO BROWARD COUNTY IN OFFICIAL RECORDS BOOK 30301, PAGE 523, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 'A' OF MAPLES PLAT, ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 142, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; (THE FOLLOWING 2 COURSES ARE ALONG THE SOUTH LINE OF SAID PARCEL 'A') THENCE SOUTH 89°15'01" WEST, 110.49 FEET; THENCE NORTH 86°55'38" WEST, 180.00 FEET; THENCE NORTH 89°15'01" EAST, 289.95 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 'A'; THENCE SOUTH 01°26'02" EAST ALONG SAID EAST LINE OF SAID PARCEL 'A', A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

B) PORTION CONVEYED TO THE CITY OF POMPANO BEACH IN OFFICIAL RECORDS BOOK 38215, APGE 1424, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID MAPLES PLAT; THENCE ON AN ASSUMED BEARING OF SOUTH 01°26'10" EAST, ALONG THE EAST RIGHT OF WAY LINE OF NW 6th AVENUE, A DISTANCE OF 56.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°26'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 180.16 FEET; THENCE NORTH 63°03'38" EAST, A DISTANCE OF 11.08 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 125.37 FEET; THENCE NORTH 19°52'10" WEST, A DISTANCE OF 31.63 FEET TO SAID EAST RIGHT OF WAY LINE OF NW 6th AVENUE; THENCE NORTH 88°33'49" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°33'49" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

C) PORTION CONVEYED TO MR. SQUEEKY CAR WASH INC., IN OFFICIAL RECORDS BOOK 39992, PAGE 1051, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 88°48'39" EAST, A DISTANCE OF 309.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'26" EAST, A DISTANCE OF 373.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WEST ATLANTIC BOULEVARD; THENCE ALONG SAID RIGHT OF WAY NORTH 89°15'01" EAST, A DISTANCE OF 164.81 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 01°26'01" WEST, A DISTANCE OF 374.61 FEET TO A POINT; THENCE SOUTH 88°48'39" WEST, A DISTANCE OF 159.95 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE

EXHIBIT "B"

20 FOOT RIGHT OF WAY PARCEL

Exhibit B
1 of 2

LEGAL DESCRIPTION
for 20' RIGHT OF WAY DEDICATION

LEGAL DESCRIPTION:

BEING A PORTION OF PARCEL 'A', MAPLES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 88°48'39" EAST, ALONG THE NORTH LINE OF SAID PARCEL 'A', A DISTANCE OF 309.64 FEET; THENCE SOUTH 00°41'26" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°48'39" WEST, A DISTANCE OF 309.37 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 'A' AND EAST RIGHT OF WAY LINE OF NW 6th AVENUE; THENCE NORTH 01°26'22" WEST, ALONG SAID LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 6190.10 SQUARE FEET,

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS S.89°15'01"W. ALONG THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOUlevard.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM, INC."
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER J5-17, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.B. # 6018

641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	1" = 60'
DATE:	10/2/14
F.B.:	SKETCH
JOB NO.:	11760
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM, INC.
SITE LOCATED: 599 WEST ATLANTIC BOULEVARD
POMPANO BEACH, BROWARD COUNTY, FLORIDA

EAST R/W LINE

BEVILL & SAXON'S COLORED ADDITION TO POMPANO
PLAT BOOK 3, PAGE 2
BROWARD COUNTY RECORDS

POINT OF BEGINNING
NW CORNER OF PARCEL 'A'

N.88°48'39"E. 309.64'

N.01°26'22"W. 20.00'

NORTH LINE OF PARCEL 'A'
20' R/W DEDICATION

S.00°41'26"E. 20.00'

S.88°48'39"W. 309.37'

N.W. 5th AVENUE
PLAT BOOK 3, PAGE 2
BROWARD COUNTY RECORDS

Exhibit B
2082

166.5'
NOT TO SCALE

30'

N.88°33'50"E. 5.00'

S.01°26'22"E. 20.00'

S.88°33'50"W. 5.00'

S.19°52'13"E. 31.62'

S.01°26'10"E. 5.71'

ORIGINAL WEST LINE OF PARCEL 'A'

N01°26'22"W. 135.39'

N.63°03'38"E. 11.08'

PARCEL 'A'
MAPLES PLAT
PLAT BOOK 142, PAGE 46
BROWARD COUNTY, FLORIDA

S00°41'26"E. 338.36'

N.W. 6th AVENUE

EAST LINE OF S.W. 1/4 OF S.W. 1/4 OF SECTION 35-48-42

N01°26'22"W. 104.31'

EAST R/W LINE

30'

N.46°05'41"W. 42.17'

NORTH RIGHT OF WAY LINE

S.89°15'01"W. 275.13'

WEST ATLANTIC BOULEVARD (S.R. 814)

(O.R.B. 2296, PG. 748)

(O.R.B. 14290, PG. 1)

BROWARD COUNTY RECORDS

CENTERLINE OF PLATTED RIGHT OF WAY

71.82'

37.62'

F.D.O.T. R/W SECTION 86130-2512

SOUTH LINE OF SECTION 35-48-42

SHEET 2 OF 2 (SCALE: 1" = 60')
NOT VALID WITHOUT SHEET 1 OF 2

SKETCH OF DESCRIPTION for 20' RIGHT OF WAY DEDICATION

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK

BLOOMSTER
PROFESSIONAL LAND
SURVEYORS, INC.
FLORIDA L.B. # 6018

641 NORTHEAST SPENCER STREET
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

EXHIBIT "C"

NW 2ND STREET IMPROVEMENTS

1. Construct 20 feet of pavement centered in the right of way to City specifications for a local roadway.
2. Install drainage for the roadway with an outfall to the City's (or CRA's) drainage system.
3. Construct a 5 foot wide sidewalk on the south side of the road.
4. Fill, grade and sod roadway swales.
5. Connect the RaceTrac driveway the new NW 2nd Street.

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
www.coker-feiner.com

March 13, 2015

Ms. Jae Eun Kim, PLA
Planner
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33061

Re: Racetrac Petroleum Development Agreement and Warranty Deed – NW 6
Avenue and Atlantic Blvd.

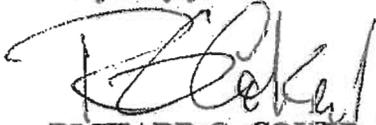
Dear Jae:

In accordance with the terms of Development Order No. 13-12000001 issued for this project, a Development Agreement executed by Racetrac Petroleum, Inc. and its mortgagee is being submitted to you for acceptance and execution by the City Commission. The Development Order and the Development Agreement require the dedication of 20 feet of right of way for NW 2nd Street prior to the issuance of a building permit for the redevelopment of the existing Racetrac convenience store and gas station. A Warranty Deed for Right of Way Purposes is also being submitted to the City for acceptance along with an opinion of title.

As provided in the Development Agreement and the Development Order, Racetrac is required to dedicate an additional 10 feet of right of way for NW 2nd Street upon the occurrence of certain conditions.

Thank you for your consideration of this matter.

Very truly yours,



RICHARD G. COKER, JR.
For the Firm



MEMORANDUM

Development Services

ADMINISTRATIVE REPORT NO. 15-180

DATE: April 7, 2015

TO: Dennis Beach, City Manager

VIA: Robin M. Bird, Development Services Director 

FROM: Jae Eun Kim, Planner 

RE: Development Agreement
RaceTrac (Major Site Plan PZ # 13-12000001)
599 W Atlantic Blvd.

Attached please find copies of the development order, approved site plan, and development agreement for the future NW 2nd Street, as related to the above referenced project (Major Site Plan PZ # 13-12000001). The subject property is currently used for a convenience store and filling station.

30 feet of Right-of-Way dedication is required for the NW 2 Street extension. The dedication was conditioned as a part of approval for the subject property development. The developer has agreed with the City and CRA to dedicate the north 20 feet of the property prior to issuance of a building permit. Under the proposed agreement, the City will notify the developer of certain conditions to be executed, such as binding a contract to construct the NW 2 Street extension to the eastern property line and providing 1.53 acres of stormwater storage for the benefit of the property. Within six months of the City's notification, the developer will convey to the City an additional 10 feet of right-of way and complete the NW 2 Street construction including 20 feet of pavement, five feet of sidewalk, and associated landscaping.

The development agreement is principally established on the agreement between the City and the developer of the subject property in order to provide an adequate timeframe for preparation and completion for NW 2 Street. The accomplishment of the agreement will be surely beneficial to residences and neighboring properties by improving roadway connectivity and by providing additional roadway access to the property.

Please contact me at extension 7778 if you need additional information or have any questions.

Thank you.

Attachments |

This Instrument Prepared by:
Richard G. Coker, Jr.
Coker & Feiner
1404 South Andrews Avenue
Fort Lauderdale, Florida 33316

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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- A. Developer is the owner of fee simple title to a 2.30 acre parcel of land at the northeast corner of Atlantic Boulevard and Northwest 6th Avenue in the City as more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Property").
- B. The Property is currently developed with a Racetrac gas station and convenience store. The Developer has obtained approval from the City for the redevelopment of the Property in accordance with a development order No. 13-12000001 signed by the Chairman of the City's Planning and Zoning Board dated October 20, 2014 ("Development Order"). The approved project which is subject to the Development Order is hereinafter referred to as the "Redevelopment Project".
- C. The Development Order provided, among other things, that prior to the issuance of a building permit for the Redevelopment Project, that the Developer dedicate to the City by deed the north 20 feet of the Property for the right of way of NW 2nd Street and further that the Developer enter into a development agreement for the future dedication of additional right of way for NW 2nd Street and for the construction of a portion of NW 2nd Street in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the Developer and the City hereby agree as follows:

1. RECITALS. The foregoing recitals are true and are incorporated in this Agreement this reference.

2. CONDITIONS OF DEVELOPMENT ORDER.

- a. Prior to the issuance of a building permit for the Redevelopment Project, Developer shall convey to the City the portion of the Property described in **Exhibit "B"** attached hereto and made a part hereof ("20 foot Right of Way Parcel") for the right of way for NW 2nd Street adjacent to the Property.
- b. Within thirty (30) days from the notification by the City that the City (i) has allocated and budgeted all funds necessary for the construction of NW 2nd Street as a two lane road to the eastern property line of the Property (the "2nd Street Extension") and has entered into a binding contract for a contractor to construct the 2nd Street Extension and has issued a notice to proceed for such construction, and (ii) has provided 1.53 acre/feet of stormwater storage for the benefit of the Property and a stub-out connection at the Property line ("City Notification"), Developer shall convey to the City an additional 10 foot of right of way for NW 2nd Street adjacent to and abutting the 20 foot Right of Way Parcel (10 foot Right of Way Parcel").
- c. Within six (6) months from the City Notification, the Developer shall prepare plans and submit for all necessary permits for the construction of NW 2nd Street adjacent to the Property in general conformance with the specifications attached hereto as **Exhibit "C"** (NW 2nd Street Improvements"). Once permit applications are filed, Developer agrees that it shall process the permits with due diligence and once all necessary applicable permits are issued and 2nd Street Extension is complete, the Developer shall diligently proceed to complete the NW 2nd Street Improvements. All costs associated with the construction of the NW 2nd Street Improvements (but not the 2nd Street Extension) shall be borne solely by the Developer except that the City agrees to and shall waive all City permit and review fees for the NW 2nd Street Improvements.

3. RELEASE OF DEVELOPER. Upon completion of the NW 2nd Street Improvements and acceptance by the City, the City shall deliver to the Developer a fully executed release of this Agreement in recordable form and all obligations hereunder shall be null and void and of no further force and effect.

4. COVENANT RUNNING WITH THE LAND. The covenants contained within this Agreement shall constitute a covenant running with the land, as provided by law, and shall be binding upon the parties, their successors and assigns, and all parties claiming thereunder until released pursuant to Paragraph 3 above.

5. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and any dispute with respect to it and the rights and duties thereby created shall be litigated in the Circuit Court of the State of Florida in and for Broward County.

6. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year written below.

WITNESSES:

RACETRAC PETROLEUM, INC., a Georgia corporation

[Signature]
Printed Name: DANIEL BROWN

By: [Signature]

Print Name: BILL MILAM

[Signature]
Printed Name: DREW CUMMINGS

Title: PRESIDENT

STATE OF GEORGIA)
) SS
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 23rd day of February, 2015 by Bill Milam, as President of RACETRAC PETROLEUM, INC., a Georgia corporation who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Kristina M. Longfellow
Typed, printed or stamped name of Notary Public

My Commission Expires



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT
RACETRAC PETROLEUM, INC.**

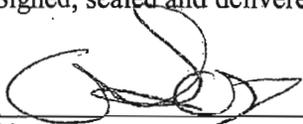
THE UNDERSIGNED, as owner and holder of the Mortgage and Security Agreement executed by Racetrac Petroleum, Inc. in favor of BankUnited, FSB recorded October 2, 2002 in Official Records Book 33879, Page 66; Assignment of Leases and Rents recorded October 2, 2002 in Official Records Book 33879, Page 93; Partial Release of Mortgage recorded September 20, 2004 in Official Records Book 38215, Page 1420 and July 5, 2005 in Official Records Book 39992, Page 1045; UCC Financing Statement recorded October 2, 2002 in Official Records Book 33879, Page 105; Continuation of UCC recorded August 17, 2007 in Official Records Book 44495, Page 1669 and June 5, 2012 in Official Records Book 48803, Page 1540, all of the Public Records of Broward County, Florida, hereby acknowledges and consents to the Development Agreement.

The sole purpose of this Acknowledgment is to subordinate the encumbrances hereinabove described to the Development Agreement, but the making or recording hereof shall not impose any affirmative duty on the undersigned.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed as required by law on this 18th day of February, 2015.

Signed, sealed and delivered in the presence of:

Mortgagee:

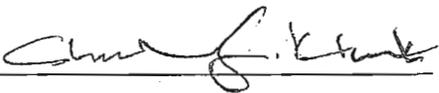


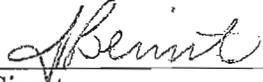
Signature

BANKUNITED, NA

Anisley Lobo

Printed Name:

By: 



Signature
Della Bennett

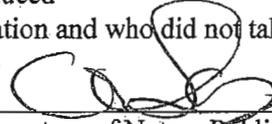
Printed Name

Print Name: Charles J. Klenk

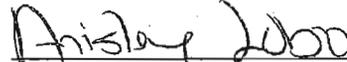
Title: Senior Vice President

STATE OF FLORIDA:
COUNTY OF MIAM-DADE:

The foregoing instrument was acknowledged before me this 18th day of February, 2015, by Charles J. Klenk, as Senior Vice President of BankUnited, NA, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and who did not take an oath.



Signature of Notary Public



Print, type or stamp name of Notary and Commission No.



PROPERTY

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 'A', MAPLES PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 142, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

A) PORTION CONVEYED TO BROWARD COUNTY IN OFFICIAL RECORDS BOOK 30301, PAGE 523, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 'A' OF MAPLES PLAT, ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 142, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL 'A'; (THE FOLLOWING 2 COURSES ARE ALONG THE SOUTH LINE OF SAID PARCEL 'A') THENCE SOUTH 89°15'01" WEST, 110.49 FEET; THENCE NORTH 86°55'38" WEST, 180.00 FEET; THENCE NORTH 89°15'01" EAST, 289.95 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 'A'; THENCE SOUTH 01°26'02" EAST ALONG SAID EAST LINE OF SAID PARCEL 'A', A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

B) PORTION CONVEYED TO THE CITY OF POMPANO BEACH IN OFFICIAL RECORDS BOOK 38215, PAGE 1424, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID MAPLES PLAT; THENCE ON AN ASSUMED BEARING OF SOUTH 01°26'10" EAST, ALONG THE EAST RIGHT OF WAY LINE OF NW 6th AVENUE, A DISTANCE OF 56.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°26'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 180.16 FEET; THENCE NORTH 63°03'38" EAST, A DISTANCE OF 11.08 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 125.37 FEET; THENCE NORTH 19°52'10" WEST, A DISTANCE OF 31.63 FEET TO SADI EAST RIGHT OF WAY LINE OF NW 6th AVENUE; THENCE NORTH 88°33'49" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°33'49" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

C) PORTION CONVEYED TO MR. SQUEEKY CAR WASH INC., IN OFFICIAL RECORDS BOOK 39992, PAGE 1051, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 88°48'39" EAST, A DISTANCE OF 309.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'26" EAST, A DISTANCE OF 373.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WEST ATLANTIC BOULEVARD; THENCE ALONG SAID RIGHT OF WAY NORTH 89°15'01" EAST, A DISTANCE OF 164.81 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 01°26'01" WEST, A DISTANCE OF 374.61 FEET TO A POINT; THENCE SOUTH 88°48'39" WEST, A DISTANCE OF 159.95 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE

Exh: 6.7 B
1 of 2

LEGAL DESCRIPTION for 20' RIGHT OF WAY DEDICATION

LEGAL DESCRIPTION:

BEING A PORTION OF PARCEL 'A', MAPLES PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 88°48'39" EAST, ALONG THE NORTH LINE OF SAID PARCEL 'A'; A DISTANCE OF 309.64 FEET; THENCE SOUTH 00°41'26" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°48'39" WEST, A DISTANCE OF 309.37 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 'A' AND EAST RIGHT OF WAY LINE OF NW 6th AVENUE; THENCE NORTH 01°26'22" WEST, ALONG SAID LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 6190.10 SQUARE FEET,

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS S.89°15'01"W. ALONG THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM, INC."
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER J5-17, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


 ROBERT BLOOMSTER JR.
 PROFESSIONAL LAND SURVEYOR
 NO. 4134 STATE OF FLORIDA

BLOOMSTER
 PROFESSIONAL LAND
 SURVEYORS, INC.
 FLORIDA L.B. # 6018

641 NORTHEAST SPENCER STREET
 JENSEN BEACH, FLORIDA 34957
 PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	1" = 60'
DATE:	10/2/14
F.B.	SKETCH
JOB NO.	11760
REVISIONS	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 PREPARED FOR: RACETRAC PETROLEUM, INC.
 SITE LOCATED: 599 WEST ATLANTIC BOULEVARD
 POMPANO BEACH, BROWARD COUNTY, FLORIDA

BEVILL & SAXON'S COLORED ADDITION TO POMPANO
 PLAT BOOK 3, PAGE 2
 BROWARD COUNTY RECORDS

POINT OF BEGINNING
 NW CORNER OF PARCEL 'A'
 N.88°48'39"E. 309.64'

N.01°26'22"W. 20.00' NORTH LINE OF PARCEL 'A'
 20' R/W DEDICATION S.00°41'26"E. 20.00'

S.88°48'39"W. 309.37'

N.88°33'50"E. 5.00'

S.01°26'22"E. 20.00'

S.88°33'50"W. 5.00'

S.19°52'13"E. 31.62'

S.01°26'10"E. 5.71'

N01°26'22"W 135.39'

N.63°03'38"E. 11.08'

EAST R/W LINE
 N01°26'22"W 104.31'

30' N.46°05'41"W 42.17'

NORTH RIGHT OF WAY LINE
 S.89°15'01"W. 275.13'

WEST ATLANTIC BOULEVARD (S.R. 814)

(O.R.B. 2296, PG. 748)

(O.R.B. 14290, PG. 1)

BROWARD COUNTY RECORDS

CENTERLINE OF PLATTED RIGHT OF WAY

F.D.O.T. R/W SECTION 86130-2512

SOUTH LINE OF SECTION 35-48-42

SHEET 2 OF 2 (SCALE: 1" = 60')
 NOT VALID WITHOUT SHEET 1 OF 2

BLOOMSTER
 PROFESSIONAL LAND
 SURVEYORS, INC.
 FLORIDA L.B. # 6018

641 NORTHEAST SPENCER STREET
 JENSEN BEACH, FLORIDA 34957
 PHONE 772-334-0868

**SKETCH OF DESCRIPTION
 for 20' RIGHT OF WAY DEDICATION**

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 R/W = RIGHT OF WAY
 O.R.B. = OFFICIAL RECORDS BOOK

Exhibit B
 2 of 2

N.W. 5th AVENUE
 PLAT BOOK 3, PAGE 2
 BROWARD COUNTY RECORDS

S00°41'26"E 338.36'



166.5'
 NOT TO SCALE

30'

EAST LINE OF S.W. 1/4 OF S.W. 1/4 OF SECTION 35-48-42

N.W. 6th AVENUE

ORIGINAL WEST LINE OF PARCEL 'A'

30'

71.82'

37.62'

EAST R/W LINE

EXHIBIT "C"

NW 2ND STREET IMPROVEMENTS

1. Construct 20 feet of pavement centered in the right of way to City specifications for a local roadway.
2. Install drainage for the roadway with an outfall to the City's (or CRA's) drainage system.
3. Construct a 5 foot wide sidewalk on the south side of the road.
4. Fill, grade and sod roadway swales.
5. Connect the RaceTrac driveway the new NW 2nd Street.

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
www.coker-feiner.com

March 13, 2015

Ms. Jae Eun Kim, PLA
Planner
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33061

Re: Racetrac Petroleum Development Agreement and Warranty Deed – NW 6
Avenue and Atlantic Blvd.

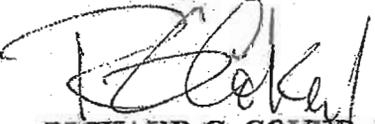
Dear Jae:

In accordance with the terms of Development Order No. 13-12000001 issued for this project, a Development Agreement executed by Racetrac Petroleum, Inc. and its mortgagee is being submitted to you for acceptance and execution by the City Commission. The Development Order and the Development Agreement require the dedication of 20 feet of right of way for NW 2nd Street prior to the issuance of a building permit for the redevelopment of the existing Racetrac convenience store and gas station. A Warranty Deed for Right of Way Purposes is also being submitted to the City for acceptance along with an opinion of title.

As provided in the Development Agreement and the Development Order, Racetrac is required to dedicate an additional 10 feet of right of way for NW 2nd Street upon the occurrence of certain conditions.

Thank you for your consideration of this matter.

Very truly yours,


RICHARD G. COKER, JR.
For the Firm

CITY OF POMPANO BEACH
BROWARD COUNTY
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 13-1200001

A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR RACETRAC PETROLEUM, INC.

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project to demolish an existing 4000 SF gas station and construct a 5,928 SF gas station on a site with an existing 11,016 sq. ft. filling station canopy. The property is located at 599 W Atlantic Blvd; more specifically described in the legal description below.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 'A', MAPLES PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 142, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING 3 PARCELS:

A) PORTION CONVEYED TO BROWARD COUNTY IN OFFICIAL RECORDS BOOK 30301, PAGE 523, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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B) PORTION CONVEYED TO THE CITY OF POMPANO BEACH IN OFFICIAL RECORDS BOOK 38215, APGE 1424, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

DEVELOPMENT ORDER

Planning and Zoning Board/Local Planning Agency
Planning and Zoning No. 13-12000001 RaceTrac Petroleum
Page 2

COMMENCE AT THE NORTHWEST CORNER OF SAID MAPLES PLAT; THENCE ON AN ASSUMED BEARING OF SOUTH 01°26'10" EAST, ALONG THE EAST RIGHT OF WAY LINE OF NW 6th AVENUE, A DISTANCE OF 56.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°26'10" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 180.16 FEET; THENCE NORTH 63°03'38" EAST, A DISTANCE OF 11.08 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 125.37 FEET; THENCE NORTH 19°52'10" WEST, A DISTANCE OF 31.63 FEET TO SADI EAST RIGHT OF WAY LINE OF NW 6th AVENUE; THENCE NORTH 88°33'49" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°26'10" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°33'49" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

C) PORTION CONVEYED TO MR. SQUEEKY CAR WASH INC., IN OFFICIAL RECORDS BOOK 39992, PAGE 1051, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE NORTH 88°48'39" EAST, A DISTANCE OF 309.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'26" EAST, A DISTANCE OF 373.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WEST ATLANTIC BOULEVARD; THENCE ALONG SAID RIGHT OF WAY NORTH 89°15'01" EAST, A DISTANCE OF 164.81 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 01°26'01" WEST, A DISTANCE OF 374.61 FEET TO A POINT; THENCE SOUTH 88°48'39" WEST, A DISTANCE OF 159.95 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of September 24, 2014.

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions and bases therefore:

1. For permit approval, provide the following:
 - a. Dedication of the north 20 feet of the property for road right of way purposes.
 - b. Both the dedication of an additional ten feet of right-of-way and the construction of the portion of NW 2 Street adjacent to the RaceTrac parcel upon notification by the City regarding the adequate

completion of NW 2nd Street, in accordance with a development agreement to be executed between RaceTrac and the City/CRA prior to the principal building permit issuance.

- c. Overall height of lighting fixtures measured from finished grade to the top of fixture, as per Code Section 155.5401.D. If light poles are within 200 feet of residential property, poles may not exceed 20 feet in height.
 - d. Dimensions of walkways adjacent to the building.
 - e. Dimensions and detail tags are incorrect on sheet C1.0. Ensure plans are depicting correct notes and dimensions.
 - f. Floor plan, elevations, and sections of the building. None of these were submitted.
 - g. Evidence that the project will achieve at least twelve sustainable development points.
2. For permit approval, provide the following details:
- a. Wall pack light fixture details to ensure fixtures will be fully shielded as per code section 155.5401.G & I.
 - b. Bike rack details and specifications.
 - c. Dumpster enclosure detail of as per Code Section 155.5301.C.
 - d. Parking stall details to include two-foot vehicular overhang and double striping.
3. Clarify the utility easement within the dedication area to be relocated or vacated.
 4. Revise plans to exclude chain-link fencing within 15' of street right-of-way.
 5. Revise site data on sheet C1.0 to include the existing filling station canopy.
 6. Revised landscape and irrigation plans shall be provided showing the northern landscape buffer outside of the dry retention area and must meet zoning code requirements.

Be advised that pursuant to Section 155.2407 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.

Heard before the Planning and Zoning Board/Local Planning Agency and Ordered this 24th day of September, 2014.


Jim Beeson Date 10/20/14
Chairman
Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 20 day of October, 2014.


MATTHEW DESANTIS
Zoning Technician

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP



NTS

NORTH