

Meeting Date: June 28, 2016

Agenda Item

4

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
 _____ Discussion _____ Presentation

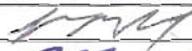
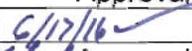
SHORT TITLE

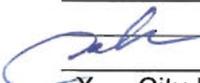
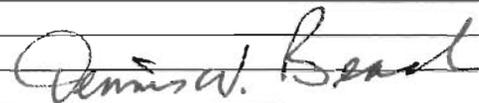
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REVOCABLE LICENSE AGREEMENT AND DEVELOPER'S AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO IMPORTS, INC.; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

On March 4th, 2016, the properties located at 744 and 790 North Federal Highway were granted site plan approval under P&Z# 15-12000040 in order to expand an existing vehicle showroom and add display areas with associated site improvements. The proposal includes the replacement of an existing fence that currently encroaches onto NE 23rd Avenue right-of-way with a new wall/fence in the same location. A Revocable License Agreement is required for any structures that encroach onto current or future right of way; therefore, the property owner requests approval of a Revocable License Agreement to replace the fence. In conjunction with replacement of the fence, the owner also requests approval of a Developer's Agreement in order to construct on-street parking spaces, landscaping, and sidewalks along NE 8th Street and NE 23rd Avenue. The Developer's Agreement will memorialize the future building improvements on the 744 and 790 parcels in exchange for the improvements on the City right-of-way.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Jae Eun Kim 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
Dev. Services	06/08/2016	Approval	Memo 16-271 
City Attorney	05/27/2016 <i>6/17/16</i>		
City Engineer	06/17/2016 <i>6/20/16</i>	Approval	
Risk Manager	06/10/2016 <i>6/20</i>	Approval	

 City Manager 

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



City Attorney's Communication #2016-847

May 26, 2016

TO: Jae Eun Kim, Planner

FROM: Carrie L. Sarver, Assistant City Attorney

RE: Agreement Between the City of Pompano Beach and Pompano Imports, Inc.

As requested, the above-referenced Agreement has been revised and is attached at this time along with the appropriate Resolution captioned as follows:

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

Please feel free to contact me if I may be of further assistance.

CARRIE L. SARVER

/jrm
l:cor/dev-srv/2016-847

Attachment

RESOLUTION NO. 2016-_____

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 AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO IMPORTS, 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 Pompano Imports, 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 Pompano Imports, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Return to: (enclose self-addressed stamped envelope)

Name: Mark J. Lynn, Esq.

Address:

Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Mark J. Lynn, Esq.
Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AGREEMENT

THIS AGREEMENT (**“Agreement”**) made this _____ of _____, 2016, between **POMPANO IMPORTS, INC.**, a Florida corporation (**“Owner”**) and **CITY OF POMPANO BEACH**, a municipal corporation existing under the laws of the State of Florida (**“City”**).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property located within the City which is Parcel “A” of that certain plat recorded in Plat Book 178, Pages 37-38, Public Records of Broward County (**Exhibit “A”** identifies the **“744 Plat”**; Parcel “A” of the 744 Plat is referred to hereafter as the **“744 Parcel”**); and

WHEREAS, Owner is also the fee simple owner of certain real property located within the City which is adjacent to and contiguous with the 744 Parcel, which is more particularly described in **Exhibit “B”** (the **“790 Parcel”**) (the 744 Plat and the 790 Parcel are referred to hereafter collectively as the **“Property”**); and

WHEREAS, In order to bring the 790 Parcel into compliance with the City Code of Ordinances (the **“Code”**) and to increase the 744 Parcel’s compliance with the Code, Owner has installed certain horizontal site improvements, in addition to the installation of an asphalt parking area, landscaping and similar improvements as more particularly set forth in the Development Order attached hereto as **Exhibit “C”** (collectively, the **“Improvements”**); and

WHEREAS, Owner is in the process of unifying the 744 Parcel and the 790 Parcel under a unity of title, pursuant to which the two Parcels shall be deemed a single parcel of land, subject to the terms and conditions of such unity of title; and

WHEREAS, pursuant to Section 155.7504 of the Code, remodeling of a structure that costs more than twenty-five percent (25%) of the current fair market or assessed value of the structure (**“Value”**) shall require nonconforming site features identified in Code Section

155.7502.A to be upgraded towards compliance with Code standards based on a sliding scale up to 100% compliance; and

WHEREAS, Owner and City agree that the cost of the Improvements, when completed, will not exceed 25% of the Value of the structure remodeled; and

WHEREAS, City and Owner further agree that the Improvements have brought certain nonconforming features of the Property into greater compliance with Code requirements for which Owner has received from City credit against future work; and

WHEREAS, the purpose of such credit is to allow Owner to perform additional work to bring other nonconforming site features into a greater compliance without triggering additional upgrade requirements under the Code, as more particularly described herein; and

WHEREAS, in addition to the foregoing, Owner desires to obtain from City a license to use certain City right-of-way property for the purpose of replacing and installing a new wall/fence that will replace an existing fence currently encroaching upon the City's right-of-way on NE 23rd Avenue located along the eastern boundary line of the Property (the "**Right-of-Way**"), and installing on-street parking spaces and a sidewalk within such Right-of-Way; and

WHEREAS, inasmuch as the use of said Right-of-Way by Owner for this restricted purpose will not interfere with the rights enjoyed by the public and will be without cost to the public either directly or indirectly.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner and City hereby agree as follows, such agreement to run with the land and to be binding upon all parties having any right, title or interest in the 744 Parcel or 790 Parcel or any part thereof, their heirs, successors and assigns.

1. **Recitations.** The recitals set forth above are true and correct and are incorporated into this Covenant by this reference.

2. **Credits for Renovations.** Owner shall have the right to undertake and complete the following work (in conformance with a City-approved site plan) within five (5) years from the date of this Agreement without triggering upgrade requirements under Code Section 155.7504 as referenced herein:

a. Renovations to that certain two story building on the 744 Parcel as shown in **Exhibit "C"** at a cost of up to 75% of the Value of such structure.

b. Installation of air conditioning, insulation, screening and any other improvements required as part of the installation of air conditioning in that certain single story building on the 744 Parcel as shown in **Exhibit "C"**.

3. **Revocable License.** City hereby grants to Owner and Owner hereby accepts from City a non-exclusive revocable license to use a portion of the Right-of-Way for the purpose of (i)

replacing, installing and maintaining a new concrete wall/fence that shall replace an existing fence (the “**Wall**”) and (ii) installing a sidewalk and on-street parking; which Wall and parking spaces, as depicted in the site plan attached hereto and designated as **Exhibit “D”** (collectively “**Project Improvements**”) will lie within and encroach, respectively, on the Right-of-Way (that portion of the Right-of-Way containing the Project Improvements as depicted in **Exhibit “D”** are defined hereafter collectively as the “**License Area**”) and incorporated in this Agreement (collectively, the “**License**”). The License is subject to the following terms and restrictions:

- a. All work of installation, maintenance, land restoration and clean-up related to the Project Improvements shall be done to the satisfaction of the City Engineer of City. Prior to the start of construction, Owner shall provide documentation (such as pictures, video, topographic surveys) to the City Engineer to establish the conditions that existed within the License Area prior to construction. All damages caused as a result of such installation of the Project Improvements to any elements, including, but not limited to, pavement, curbs, sidewalks, landscaping, trees, irrigation, utility poles, etc. located within the Right-of-Way shall be restored or repaired to a condition equal to or better than that existing prior to commencement of installation of said Project Improvements. This shall include any subsurface features such as water service lines, utility access lines, utility access covers, water meter boxes, water isolation valve stems, sanitary sewer cleanouts, etc. that may deteriorate as a result of removing asphalt, base materials, compaction, paving operations etc. Owner shall be responsible for verifying all underground utilities prior to digging in any area. Owner shall notify all necessary utility companies, 48 hours minimum prior to digging for verification of all underground utilities, irrigation and any other obstructions and coordinate prior to installing the Improvements.
- b. Owner agrees that this grant of a non-exclusive License is contingent upon Owner submitting a site plan or location plan and blueprints or other documentation as is usually required by the Engineering Department of City for the issuance of a permit, and the granting of this License does not in any way waive any other building or construction ordinances, fees, or requirements of City. Owner shall not commence construction nor occupy the Right-of-Way for construction purposes prior to approval of the permits.
- c. This License shall commence on the date of execution hereof by all parties and continue until such time as either party gives notice of termination as provided for in Section 3(h) below.
- d. Owner agrees to pay City as compensation for this license the sum of One (\$1.00) Dollar per annum. Receipt of the first payment of One (\$1.00) Dollar is hereby acknowledged.
- e. As further consideration of the grant of this License, Owner further agrees to pay any taxes of whatever nature which may validly be levied against the

License Area or pursuant to this Agreement during the continuance of this Agreement.

f. This License may be terminated only as provided in Section 3(h) herein. Upon termination, Owner agrees to remove, at its sole expense, the Wall and to restore that portion of the License Area affected by the removal of the Wall to its former condition or better as determined in the sole reasonable discretion of the Public Works Administrator, or designee, within 180 days of such termination.

g. Owner specifically agrees that it will use the Right-of-Way pursuant to this License only for the purpose of installing the Project Improvements as depicted in the attached **Exhibit "D"** and maintaining the Wall. Further, Owner shall not suffer or permit the License Area or any part thereof to be used for any other purpose without the express consent of City. During the construction and installation phase, Owner shall not store materials and/or equipment in the Right-of-Way. Staging of materials in the Right-of-Way is strictly prohibited. The City Engineer shall approve all repairs, replacements and/or maintenance within the License Area.

h. It is expressly understood and agreed that no real or personal property is leased to Owner; that it is a License, not a lease; that the Owner's right to occupy the Right-of-Way is subordinate to City's (or any franchisee of City) use of said licensed premises; however, should Owner install and use the Project Improvements and the Wall in conformance with the terms herein, then for so long as this License is in force City shall not unreasonably disturb Owner's use thereof. Should any relocation of any public utility be necessitated at any time in the future, then Owner shall relocate, if practicable, or terminate its use of the licensed premises at its own expense by restoring the pavement and any modifications made by Owner to the licensed premises to its former condition or better, as determined in the sole discretion of the Public Works Administrator. In the event that the City Manager, or his/her designee, determines, using reasonable discretion, that due to a superior conflicting municipal purpose the City requires the use of the License Area, such use to encompass Parcel Z-3 of the 744 Plat, the License shall be terminable by the City upon one hundred twenty (120) days' written notice to the Owner. City shall not be liable for any costs or liabilities associated with removal of the Project Improvements pursuant to this Section 3(i), and all such costs shall be the responsibility of the Owner.

4. Amendments. This Agreement shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Agreement invalid or unenforceable, then such judgment or decree shall

have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Recordation and Effective Date. Upon approval of this Agreement by the City and execution by Owner, this Agreement shall be recorded in the Public Records of Broward County, Florida, and all recording costs shall be borne by Owner. Once recorded, this Agreement shall run with the land and shall bind all successors-in-interest with respect to the Property.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Agreement are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Agreement.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

9. Notice. Any notice required under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail to the address and individual designated below.

FOR CITY: Dennis W. Beach, City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, Florida 33061-1300

FOR OWNER: Pompano Imports, Inc.
744 N. Federal Highway
Pompano Beach, Florida 33062

10. Insurance. Owner shall not commence Project Improvements under the terms of this License Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager who can be reached by phone (954-786-5555) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, P.O. Box 1300, Pompano Beach, FL 33061.

Owner is responsible to deliver to the City's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Agreement, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City’s review or acceptance of insurance maintained by Owner, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Owner under this Agreement.

Throughout the term of this Agreement, (i) Owner shall, at its sole expense, maintain in full force and effect, General Liability insurance, in accordance with the following coverage requirements, and (ii) during the performance of any construction, Owner’s contractors and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor’s negligent acts or omissions in connection with Contractor’s performance under this Agreement.

(2) Such Liability insurance shall include the following types of insurance which are checked and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
X comprehensive form	bodily injury and property damage
X premises - operations	bodily injury and property damage
X explosion & collapse hazard	
X underground hazard	
— products/completed operations hazard	bodily injury and property damage combined
X contractual insurance	bodily injury and property damage combined
X broad form property damage	bodily injury and property damage combined
X independent contractors	personal injury
X personal injury	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
property damage, bodily injury and property damage
combined.

- X comprehensive form
 - owned
 - hired
 - non-owned
-

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
— * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Owner agrees the indemnification and hold harmless provisions of this Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. Owner and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate. Owner may self-insure for Employer's Liability Insurance, provided such self-insurance is in compliance with all applicable laws.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the Owner, the Owner shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;

- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

F. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Owner enter into such an agreement on a pre-loss basis.

11. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

12. Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City as provided for in Florida Statutes 768.28, as amended.

13. Indemnification.

A. Owner shall at all times indemnify, hold harmless and defend the City, its Mayor and Commissioners, employees and other agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising as a direct result of Owner's officers, employees, agents, volunteers or contractors or other agents' negligence or misconduct under this Agreement. Owner agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Owner for any causes of action Owner has or may have for breaches or defaults by the City under this Agreement.

B. Owner acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Owner. The parties agree that one percent (1%) of the total compensation paid to Owner hereunder shall constitute specific consideration to Owner for the indemnification provided under this Article. These provisions shall survive expiration or early termination of this Agreement.

14. Prior Negotiations. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Governing Law / Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, Owner expressly waives whatever other privilege to venue it may otherwise have.

16. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of Owner be deemed Force Majeure.

17. Severability/Captions/Gender. This Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

18. No Third Party Rights. Other than as provided in Paragraph 11 above, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

19. No Discrimination. Owner shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

20. Books and Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

21. Advice and Counsel. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

22. No Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

"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:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 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

:jrm
5/26/16
L:agr/dev-srv/2016-726

EXHIBIT "A"
LEGAL DESCRIPTION
744 PLAT

Parcel A and B, Z-1, Z-2 and Z-3, "744 PLAT," according to the plat thereof, as recorded in Plat Book 178 at Pages 37 and 38 of the Public Records of Broward County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTION
790 PARCEL

That part of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of the Southwest one-quarter (SW ¼) of Section 31, Township 48 South, Range 43 East, Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Southwest one-quarter (SW ¼); thence Easterly along the North boundary of the said Southwest one-quarter (SW ¼), a distance of 61.97 feet to an intersection with the Northerly projection of the Easterly right-of-way line of Federal Highway (U.S. No. 1); thence Southwesterly along the said Northerly projection of the Easterly right-of-way line of U.S. No. 1, a distance of 30.29 feet to the Point of Beginning; thence continuing Southwesterly along the East right-of-way line, a distance of 100.00 feet; thence Easterly making an included angle of 82°07'15", a distance of 250 feet; thence Northerly, making an included angle of 90°00'00", a distance of 99.06 feet to an intersection with the South right-of-way line of Northeast 8th Street; thence Westerly along the said South right-of-way, making an included angle of 90°00'00", a distance of 236.42 feet to the Point of Beginning.

EXHIBIT "C"

**DEVELOPMENT ORDER
(15 -12000040)**

A DEVELOPMENT ORDER ISSUED BY THE CHAIRMAN OF THE DEVELOPMENT REVIEW COMMITTEE, CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA, PURSANT TO SECTION 155.2407, CODE OF ORDINANCES; APPROVING THE APPLICATION FOR THE DEVELOPMENT PERMIT TO EXPAND THE VEHICLE SHOWROOM ON 744 NORTH FEDERAL HIGHWAY AND ADD DISPLAY AREAS WITH ASSOCIATED PARKING AND LANDSCAPING ON 790 NORTH FEDERAL HIGHWAY.

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

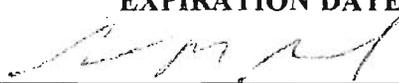
WHEREAS, the application for development permit complies with the applicable standards and minimum requirements of this code;

WHEREAS, copies of the survey, site plan, and landscape plan are attached hereto and referenced to as Exhibit "A", "B", & "C" and are incorporated herein by reference as if set forth in full.

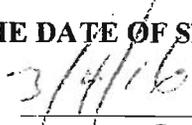
The Application for Development Permit is hereby approved by the Development Services Director as Chairman of the Development Review Committee subject to the following DRC comments from the meeting of September 16, 2015:

1. Unity of Title for 744 and 790 N Federal Hwy shall be approved by and filed with the City prior to permit approval.
2. Revise plans illustrating the site on 700 N Federal Hwy, which is not part of the application.
3. On-street parking proposed along NE 8 Street and NE 23 Avenue is required to post bond for the future meter installation. Coordinate with the Development Services staff.
4. Relocate new proposed precast wall and picket fence inside of the east property line or obtain a Revocable License Agreement with the City.
5. All exterior mechanical equipment shall be screened, pursuant to Code Section 155.5301.A.
6. Pursuant to Code Section 155.5203.B.2.g, relocate the light poles near the northwest corner of the site, so that any fixture is at least 15 feet from trees and palms.
7. Remove the note regarding on-street parking as a parking addition on sheet A-1.1
8. Signage requires a separate permit.
9. Landscape and irrigation plans shall obtain the City's Urban Forestry approval.

EXPIRATION DATE IS 24 MONTHS FROM THE DATE OF SIGNING



Robin M. Bird, Development Services Director



Date

- NONCONFORMING OFF-STREET PARKING**
 - ADDITIONAL 18 CUSTOMER PARKING SPACES ARE BEING PROVIDED ON THE 790 PARCEL TO HELP OFFSET THE NONCONFORMITY.
 - ALL EXISTING PARKING BEING MODIFIED TO REMOVE WHEEL STOPS, ADD CURBING AND LANDSCAPING, DOUBLE STRIPING AND PROPER SIZE OF PARKING SPACES AND DRIVEWAY.
 - ADDITION OF STREET PARKING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - ADDITION OF SIDEWALKS IN S.O.W. ALONG NE 8TH STREET AND NE 23RD AVENUE WITH PROPER TRIM ACCESS TO OUR BUILDING ENTRANCE.
 - NEW PROVIDING DIRECT FOOTWAY ACCESS FROM SIDEWALK ALONG US-1 TO ACCESSIBLE CONNECTED TO BUILDING FRONT ENTRANCE.
- NONCONFORMING LANDSCAPING (INCLUDING PERIMETER BUFFERS)**
 - REPLACE ALL LANDSCAPING BETWEEN SHOWROOM AND US-1.
 - INCREASE WIDTH OF LANDSCAPE STRIP ALONG US-1 BY INSTALLING CURBING.
 - UPGRADE EXISTING 8.0X11 SINGLE AREA WITH STREET PARKING AND NEW LANDSCAPING.
 - REPLACE ALL PERIMETER LANDSCAPING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PROVIDE CODE REQUIRED STREET TREES ALONG US-1, NE 8TH STREET AND NE 23RD AVENUE.
 - REMOVE ONE DRIVEWAY CURB CUT ALONG US-1 AND ADD LANDSCAPE BUFFER.
 - OBTAIN VARIANCE FOR WIDTH OF LANDSCAPE BUFFER ALONG US-1 SO NOW IN COMPLIANCE.
 - PROVIDE CURBING TO PROTECT F.O.M. LANDSCAPING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PREVIOUS LANDSCAPE AREA ON THE 790 PARCEL IS 29% OF THE SITE. THIS EXCESS LANDSCAPING HAS INCREASED THE OVERALL PERCENTAGE OF PERVIOUS AREA. THE ORIGINAL 790 PARCEL HAD 14% AND NOW THE OVERALL SITE HAS 8% PERVIOUS AREA.
- NONCONFORMING SCREENING:**
 - REMOVE EXISTING CHAIN LINK FENCE AND GATES ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PROVIDE NEW 9' HIGH PRECAST CONCRETE WALL WITH ALUMINUM PICKET RAILING FOR VISUAL BREAKS IN WALL AS WELL AS GATES.
- NONCONFORMING LANDSCAPING OF WALLS OR FENCES:**
 - PROVIDE HEDGE MATERIAL AND/OR VINES ALONG NEW PRECAST WALL.
- NONCONFORMING EXTERIOR LIGHTING:**
 - ALL LIGHTING FOR THE PARKING FIELD ALONG US-1 IS BEING REPLACED AND LOCATED TO COMPLY WITH LANDSCAPE CODE REQUIRED CLEARANCES BETWEEN TREES AND POLES.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED ILLUMINATION LEVELS.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED ILLUMINATED DIRECTION AND SHIELDING.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED POLE HEIGHT.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED HOURS OF ILLUMINATION.

VISTA BMW PROPOSED IMPROVEMENTS TO REDUCE NONCONFORMITIES 04

PARKING REQUIRED	
SHOWROOM	11,385 / 400 = 28.29 SPACES
PARTS	6,877 / 260 = 26.45 SPACES
SERVICE	18,121 / 600 = 30.20 SPACES
OFFICE	4,028 / 400 = 10.07 SPACES
TOTAL	94.81 SPACES

PARKING PROVIDED	
95 SPACES	

744 PROPERTY (VISTA BMW) QUALIFIES AS A NONCONFORMING SITE AND AS SUCH SHALL NOT REQUIRE ANY UPDATES OF THE NONCONFORMING OFF-STREET PARKING.
790 PROPERTY HAS NO BUILDING AND NO REQUIRED PARKING.

ACCESSIBLE PARKING SPACES REQUIRED	
ACCESSIBLE PARKING SPACES REQUIRED	2 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	2 SPACES

LOADING ZONES REQUIRED	
LOADING ZONES REQUIRED	1 SPACE (12X30)
LOADING ZONES PROVIDED	1 SPACE (12X30)

PARKING/LOADING CALCULATIONS 03

SITE INFORMATION:

744 N. FEDERAL HIGHWAY

NOTE: RELATING TO ARTICLE 7 PART 5 - NONCONFORMING SITE FEATURES, THE 3,795 SQ FT SHOWROOM EXPANSION DOES NOT EXCEED 10% OF THE TOTAL EXISTING MARK SHOWROOM BUILDING AREA OF 28,088 SQ FT. ALSO, THE COST OF THE INTERIOR RENOVATION OF THE EXISTING BUILDING IS LESS THAN 20% OF THE VALUE OF THE BUILDING. THIS SITE SHALL NOT REQUIRE ANY UPDATES OF THE NONCONFORMING SITE FEATURES INCLUDING:

- NONCONFORMING OFF-STREET PARKING BUFFER;
- NONCONFORMING LANDSCAPING (INCLUDING PERIMETER BUFFER);
- NONCONFORMING SCREENING;
- NONCONFORMING LANDSCAPING OF WALLS OR FENCES; AND
- NONCONFORMING EXTERIOR LIGHTING.

LAND USE: C (COMMERCIAL)

ZONING: S-3 (BUSINESS)

NET ACREAGE: 2.835 ACRES (116,429 SQ. FT.)
PERVIOUS AREA: 4,479 SQ. FT. (4.1%)
NOTE: PREVIOUS PERVIOUS AREA PER SURVEY WAS 5,355 SQ. FT. IMPERVIOUS AREA: 105,959 SQ. FT. (95.9%)

GROSS SQ. FT. FOR ALL BUILDINGS: 41,857 SQ. FT.

GROSS SQ. FT. FOR ALL USES:
SHOWROOM (EXISTING): 7,660 SQ. FT.
SHOWROOM (EXPANSION): 3,795 SQ. FT.
PARTS: 6,877 SQ. FT.
SERVICE: 18,121 SQ. FT.
OFFICE: 4,028 SQ. FT.
COVERED SERVICE DRIVE: 2,080 SQ. FT.

GROSS SQ. FT. FOR INDIVIDUAL BUILDINGS:
SHOWROOM (PARTS)/SVC BLDG: 21,363 SQ. FT.
SERVICE BLDG.: 8,794 SQ. FT.

790 N. FEDERAL HIGHWAY

LAND USE: C (COMMERCIAL)

ZONING: S-3 (BUSINESS)

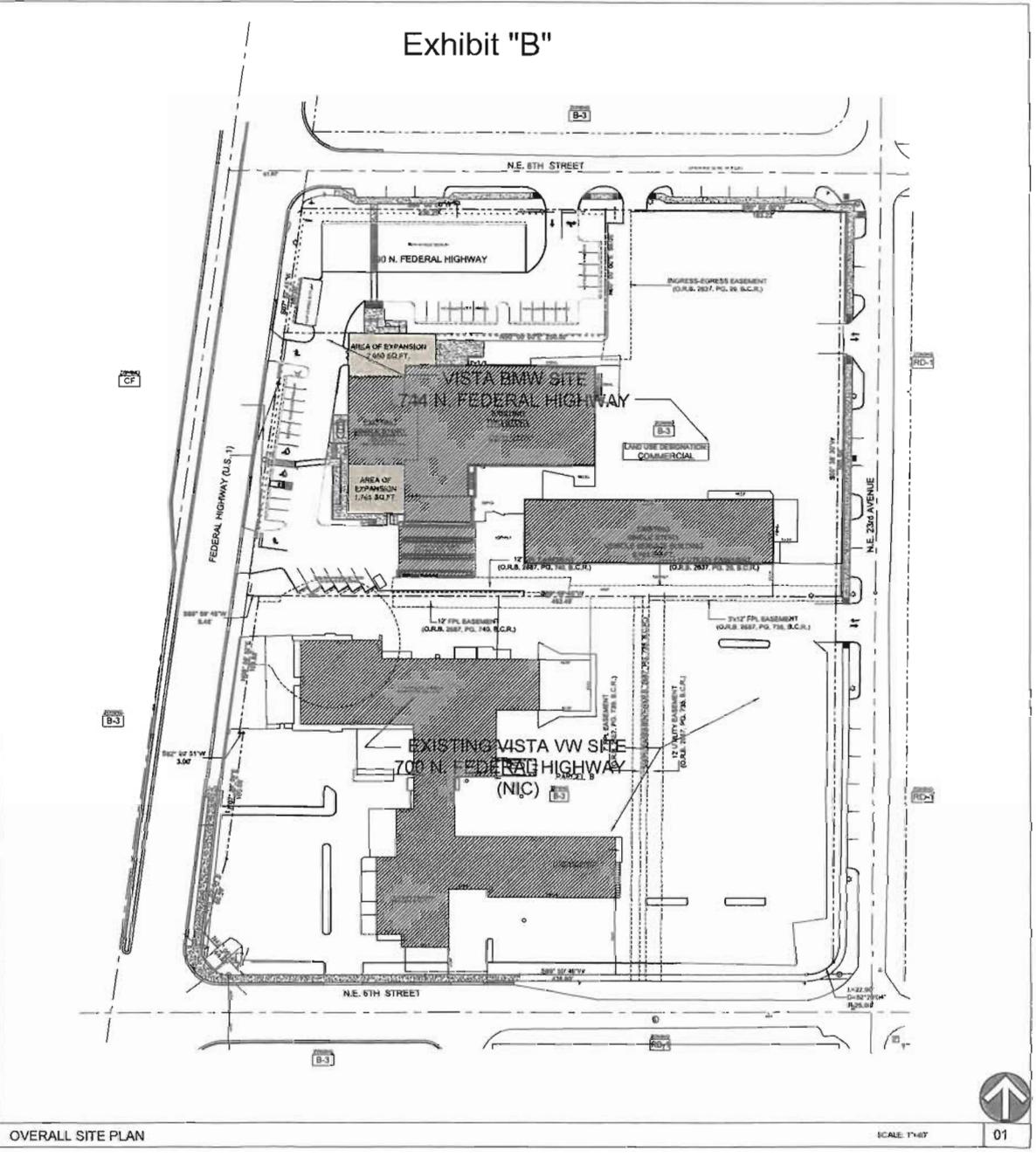
NET ACREAGE: 6.503 ACRES (24,089 SQ. FT.)
PERVIOUS AREA: 7,190 SQ. FT. (2.9%)
IMPERVIOUS AREA: 18,889 SQ. FT. (77%)

GROSS SQ. FT. FOR ALL BUILDINGS: 6,000 SQ. FT.

TOTAL SITE

NET ACREAGE: 3.088 ACRES (134,617 SQ. FT.)
PERVIOUS AREA: 11,670 SQ. FT. (8.5%)
IMPERVIOUS AREA: 122,948 SQ. FT. (91.5%)
CONC. SIDEWALK: 2,385 SQ. FT.
VEHICLE USE AREA: 86,139 SQ. FT.
BUILDING FOOTPRINT: 52,434 SQ. FT.

SITE DATA 02



OVERALL SITE PLAN 01

Exhibit "B"

REVISIONS

SCALE: 1"=40'

CONSULT: [Logo]

STILES ARCHITECTURAL GROUP
301 East Las Olas Blvd
Fort Lauderdale, Florida 33301
954 - 627 - 9180
FL REG # AA-20001789

A PROPOSED SHOWROOM EXPANSION FOR:
VISTA BMW
744 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33062

OVERALL SITE PLAN

A-1.1

PROJECT NO: []
DRAWN BY: []
CHECKED BY: []
DATE: January 28, 2017
SCALE: 1"=40'

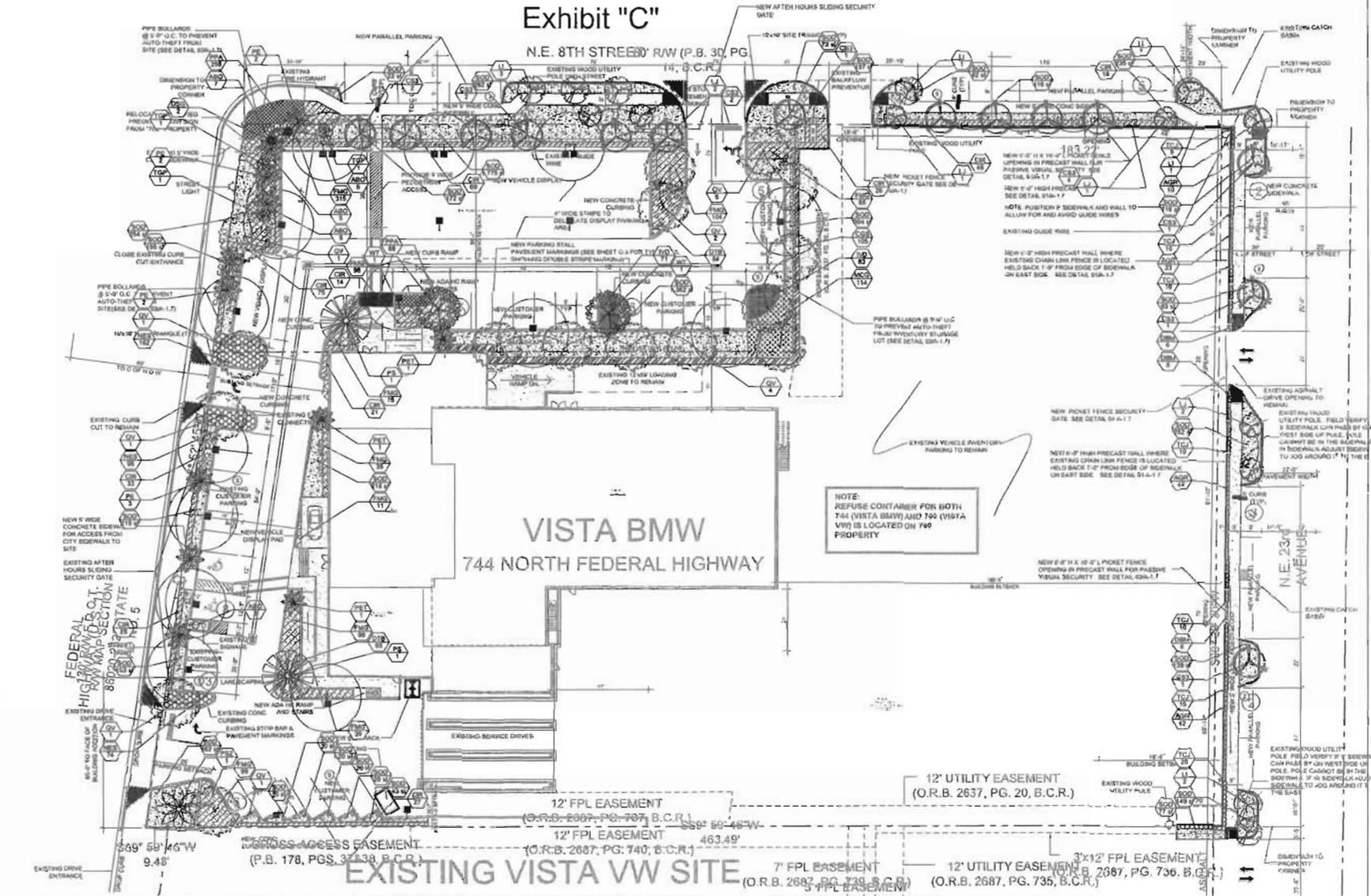
Exhibit "C"

N.E. 8TH STREET R/W (P.B. 30, PG. 14, B.C.R.)

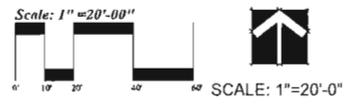
VISTA BMW
744 NORTH FEDERAL HIGHWAY

EXISTING VISTA VW SITE

700 NORTH FEDERAL HIGHWAY



- NOTES:**
1. ALL ROOD AND LANDSCAPE RECEIVE 100% COVERAGE AND 80% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
 2. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR.
 3. SEE SHEET LP-2 FOR LANDSCAPE DETAILS AND NOTES.
 4. SEE SHEET LP-2 FOR PLANTING SCHEDULE.
 5. NO TREES OR PALMS SHALL BE REMOVED WITHOUT FIRST SECURING A TREE REMOVAL PERMIT WITH THE CITY.
 6. A FIVE CONSTRUCTION SHEETS WITH THE URN-IN FORTIFER IS REQUIRED BEFORE ANY PLANT MATERIAL IS INSTALLED ON SITE.
 7. ALL ROAD ROCK, CONC., ASPHALT, AND OTHER NON-NATURAL MATERIAL SHALL BE REMOVED AND REPLACED WITH PLANTING SOIL. PRIOR TO ANY LANDSCAPE INSTALLATION WITHIN THE PLANTING BEDS.
 8. ALL PROPOSED TREE WORK WILL NEED TO BE PERMITTED AND THE PERMITS MUST BE PERFORMED BY A QUALIFIED OR REGISTERED BROWARD COUNTY TREE TRIMMER.



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811 Call Center
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AAL
ARCHITECTURAL ALLIANCE LANDSCAPE

Hugh Johnson

STILES ARCHITECTURAL GROUP
301 East Lee Ave., 3rd Floor
Fort Lauderdale, Florida 33301
FL REG # A-2620782

A PROPOSED SHOWROOM EXPANSION FOR:
VISTA BMW
744 NORTH FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33062

Sheet Description
LANDSCAPE PLAN

Release Date
8-21-2019

Project Number
15358

Drawing Number
LP-1

Sheet 3 of 4

EXHIBIT "D"

- NONCONFORMING OFF-STREET PARKING**
 - ADDITIONAL 16 CUSTOMER PARKING SPACES ARE BEING PROVIDED ON THE 790 PARCEL TO HELP OFFSET THE NONCONFORMITY.
 - ALL EXISTING PARKING BEING MODIFIED TO REMOVE WHEEL STOPS, ADD CURBING AND LANDSCAPING, DOUBLE STRIPING AND PROPER SIZE OF PARKING SPACES AND DRIVEWAY.
 - ADDITION OF STREET PARKING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - ADDITION OF SIDEWALKS IN R.O.W. ALONG NE 8TH STREET AND NE 23RD AVENUE WITH PROPER BURN ACCESS TO OUR BUILDING ENTRANCE.
 - NEW PROPOSED DIRECT PEDESTRIAN ACCESS FROM SIDEWALK ALONG US-1 TO ACCESS ABLE CONNECTED TO BUILDING FRONT ENTRANCE.
- NONCONFORMING LANDSCAPING (INCLUDING PERIMETER BUFFERS)**
 - REPLACE ALL LANDSCAPING BETWEEN SHOWROOM AND US-1.
 - INCREASE WIDTH OF LANDSCAPE STRIP ALONG US-1 BY INSTALLING CURBING.
 - UPGRADE EXISTING A.D.W. SWALE AREA WITH STREET PARKING AND NEW LANDSCAPING.
 - REPLACE ALL PERIMETER LANDSCAPING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PROVIDE CODE REQUIRING STREET TREES ALONG US-1, NE 8TH STREET AND NE 23RD AVENUE.
 - REMOVE ONE DRIVEWAY CURB CUT ALONG US-1 AND ADD LANDSCAPE BUFFER.
 - OBTAIN VARIANCE FOR WIDTH OF LANDSCAPE BUFFER ALONG US-1 TO NOW IN COMPLIANCE.
 - PROVIDE CURBING TO PROTECT R.O.W. LANDSCAPING ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PREVIOUS LANDSCAPE AREA ON THE 790 PARCEL IS 29% OF THE SITE. THIS EXCESS LANDSCAPING HAS INCREASED THE OVERALL PERCENTAGE OF PERVIOUS AREA. THE ORIGINAL 790 PARCEL HAD 3.4% AND NOW THE OVERALL SITE HAS 9% PERVIOUS AREA.
- NONCONFORMING SCREENING**
 - REMOVE EXISTING CHAIN LINK FENCE AND GATES ALONG NE 8TH STREET AND NE 23RD AVENUE.
 - PROVIDE NEW 8' HIGH PRECAST SCREEN WALL WITH ALUMINUM FINISH RAILING FOR VISUAL BARRIER WALL AS WELL AS GATES.
- NONCONFORMING LANDSCAPING OF WALLS OR FENCES:**
 - PROVIDE HEDGE MATERIAL AND/OR VINES ALONG NEW PRECAST WALL.
- NONCONFORMING EXTERIOR LIGHTING**
 - ALL LIGHTING FOR THE PARKING FIELD ALONG US-1 IS BEING REPLACED AND LOCATED TO COMPLY WITH LANDSCAPE CODE REQUIRED CLEARANCES BETWEEN TREES AND POLES.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED ILLUMINATION LEVELS.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED & ILLUMINATED DIRECTION AND SHIELDING.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED POLE HEIGHT.
 - NEW LIGHTING DESIGNED TO COMPLY WITH CODE REQUIRED HOURS OF ILLUMINATION.

VISTA BMW PROPOSED IMPROVEMENTS TO REDUCE NONCONFORMITIES 04

PARKING REQUIRED

SHOWROOM	11,385 / 400	= 28.38 SPACES
PARTS	8,971 / 360	= 24.92 SPACES
SERVICE	18,121 / 400	= 45.30 SPACES
OFFICE	4,222 / 490	= 10.87 SPACES
TOTAL		119.47 SPACES

PARKING PROVIDED

744 PROPERTY (VISTA BMW) QUALIFIES AS A NONCONFORMING SITE AND AS SUCH SHALL NOT REQUIRE ANY UPDATES OF THE NONCONFORMING OFF-STREET PARKING.
790 PROPERTY HAS NO BUILDING AND NO REQUIRED PARKING.

ACCESSIBLE PARKING SPACES REQUIRED	2 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	2 SPACES
LOADING ZONES REQUIRED	1 SPACE (12X30)
LOADING ZONES PROVIDED	1 SPACE (12X30)

PARKING/LOADING CALCULATIONS 03

SITE INFORMATION:

744 N. FEDERAL HIGHWAY

- NOTE: RELATING TO ARTICLE 7 PART 5 - NONCONFORMING SITE FEATURES, THE 3,282 SQ FT SHOWROOM EXPANSION DOES NOT EXCEED 10% OF THE TOTAL EXISTING MAIN SHOWROOM BUILDING AREA OF 28,088 SQ FT. ALSO, THE COST OF THE MAJOR RENOVATION OF THE EXISTING BUILDING IS LESS THAN 25% OF THE VALUE OF THE BUILDING. THIS SITE SHALL NOT REQUIRE ANY UPDATES OF THE NONCONFORMING SITE FEATURES INCLUDING:
- NONCONFORMING OFF-STREET PARKING.
 - NONCONFORMING LANDSCAPING (INCLUDING PERIMETER BUFFERS).
 - NONCONFORMING SCREENING.
 - NONCONFORMING LANDSCAPING OF WALLS OR FENCES AND
 - NONCONFORMING EXTERIOR LIGHTING.

LAND USE:

C (COMMERCIAL)

ZONING:

B-3 (BUSINESS)

NET ACREAGE	2.036 ACRES (89,428 SQ. FT.)
PERVIOUS AREA	4,479 SQ. FT. (4.1%)
NOTE: PREVIOUS PERVIOUS AREA FOR SURVEY WAS 3,380 SQ. FT.	
IMPERVIOUS AREA	105,989 SQ. FT. (95.9%)
GROSS SQ. FT. FOR ALL BUILDINGS	41,857 SQ. FT.
GROSS SQ. FT. FOR ALL USES:	
SHOWROOM (EXISTING)	7,360 SQ. FT.
SHOWROOM (EXPANSION)	3,780 SQ. FT.
PARTS	4,271 SQ. FT.
SERVICE	18,121 SQ. FT.
OFFICE	4,628 SQ. FT.
COVERED SERVICE DRIVE	2,080 SQ. FT.
GROSS SQ. FT. FOR INDIVIDUAL BUILDINGS:	
SHOWROOM/PARTS/BLDG	31,863 SQ. FT.
SERVICE BLDG.	1796 SQ. FT.

790 N. FEDERAL HIGHWAY

C (COMMERCIAL)

ZONING:

B-3 (BUSINESS)

NET ACREAGE	0.553 ACRES (24,289 SQ. FT.)
PERVIOUS AREA	7,150 SQ. FT. (2.9%)
IMPERVIOUS AREA	16,989 SQ. FT. (71%)
GROSS SQ. FT. FOR ALL BUILDINGS	0.00 SQ. FT.

TOTAL SITE

NET ACREAGE	3.088 ACRES (134,517 SQ. FT.)
PERVIOUS AREA	11,629 SQ. FT. (8.6%)
IMPERVIOUS AREA	122,558 SQ. FT. (91.4%)
CONC SIDEWALK-2,389 SQ. FT.	
VEHICLE LANE AREA-48,139 SQ. FT.	
BUILDING FOOTPRINT-25,046 SQ. FT.	

SITE DATA 02

OVERALL SITE PLAN 01

SCALE: 1"=40'

DATE: MAY 25, 2016

PROJECT NO. 16-00000000

DRAWN BY: JLP

CHECKED BY: JLP

DATE: MAY 25, 2016

SCALE: 1"=40'

DATE: MAY 25, 2016

PROJECT NO. 16-00000000

DRAWN BY: JLP

CHECKED BY: JLP

DATE: MAY 25, 2016

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DATE: MAY 25, 2016

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DATE: MAY 25, 2016

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CHECKED BY: JLP

DATE: MAY 25, 2016

SCALE: 1"=40'

DATE: MAY 25, 2016

PROJECT NO. 16-00000000

DRAWN BY: JLP

CHECKED BY: JLP

DATE: MAY 25, 2016

SCALE: 1"=40'

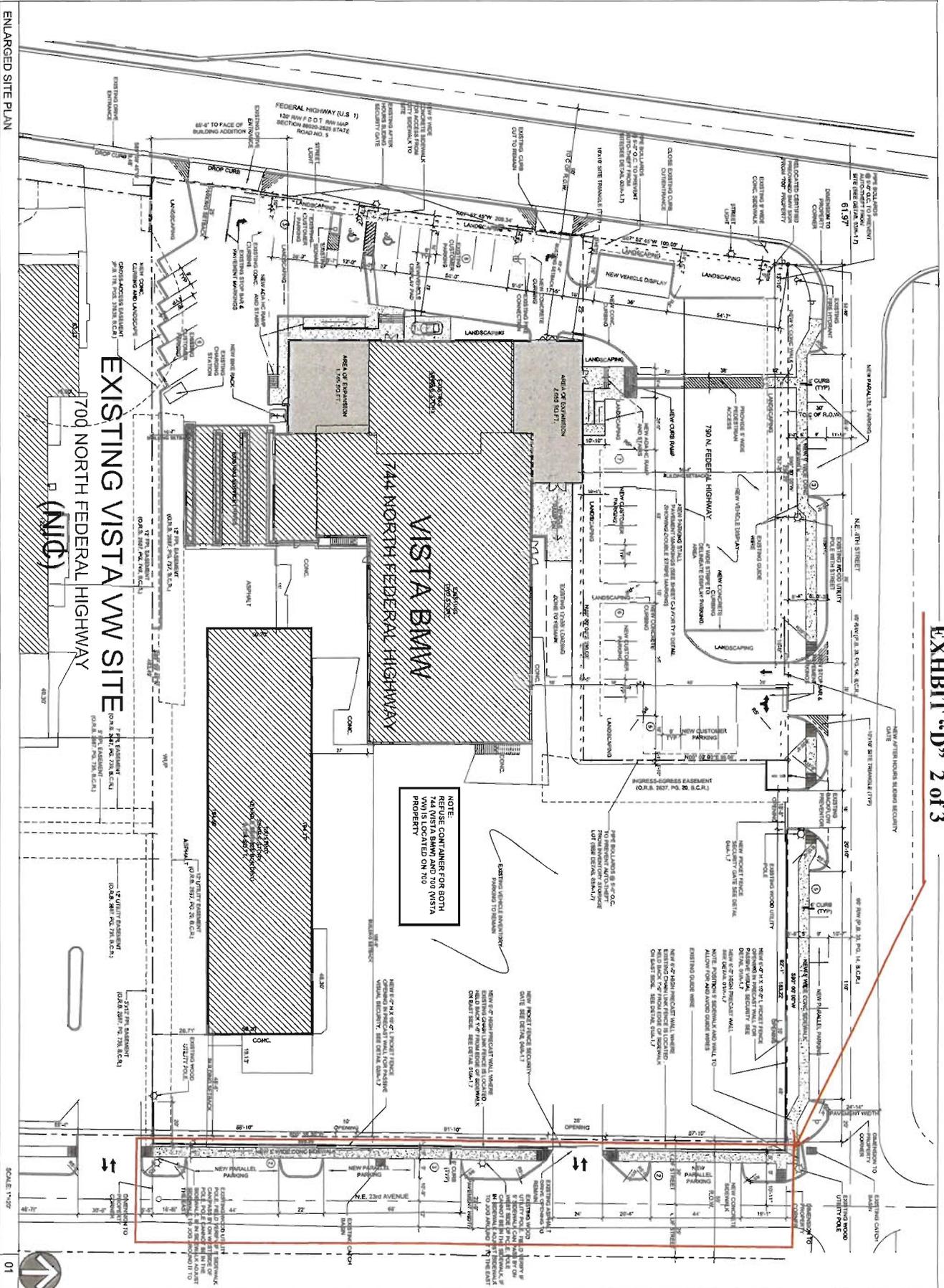
DATE: MAY 25, 2016

PROJECT NO. 16-00000000

DRAWN BY: JLP

CHECKED BY: JLP

EXHIBIT "D" 2 of 3



ENLARGED SITE PLAN

SCALE: 1"=20'

01

A-1.2

ENLARGED SITE PLAN

A PROPOSED SHOWROOM EXPANSION FOR:
VISTA BMW
 744 NORTH FEDERAL HIGHWAY
 POMPANO BEACH, FLORIDA 33062

STILES ARCHITECTURAL GROUP
 301 East Las Olas Blvd
 Fort Lauderdale, Florida
 954 - 627- 0180 33301
 FL. REG # AA-26001798

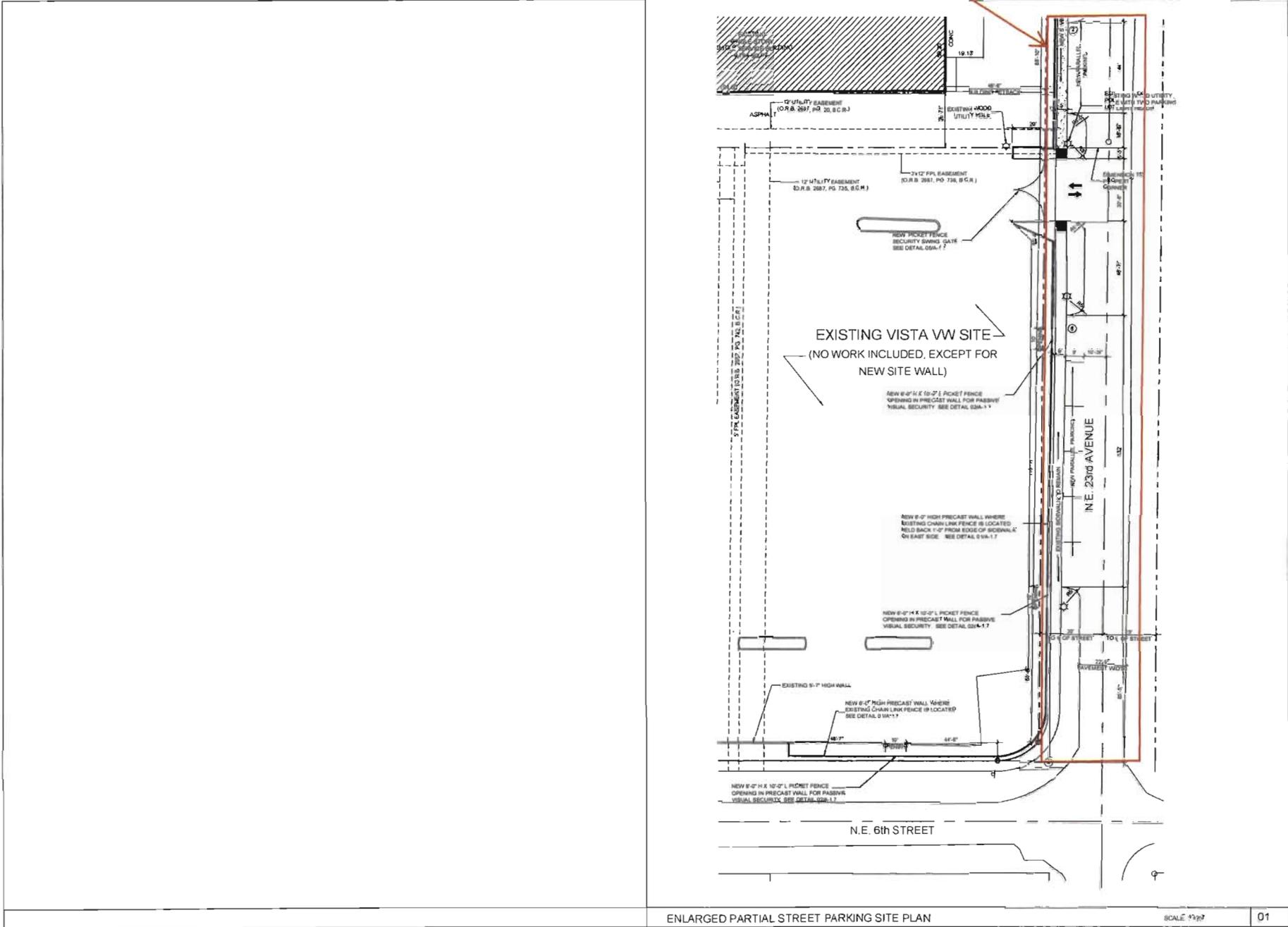
REVISIONS

NO.	DATE	DESCRIPTION

CONTRACT NO.

DATE: JANUARY 29, 2020

EXHIBIT "D" 3 of 3



ENLARGED PARTIAL STREET PARKING SITE PLAN

SCALE: 1/8" = 1'-0"

01

REVISIONS

SEAL

Jeffrey L. Peal

Originally signed by Jeffrey L. Peal
 Date: 2015.08.25
 Registration No. 195418
 State: FL

CS-001A10*

STILES ARCHITECTURAL GROUP
 301 East Las Olas Blvd
 Fort Lauderdale, Florida 33301
 954 - 627 - 9180
 FL REG # AA-26017986



A PROPOSED SHOWROOM EXPANSION FOR:

VISTA BMW
 744 NORTH FEDERAL HIGHWAY
 POMPANO BEACH, FLORIDA 33062

ENLARGED PARTIAL STREET PARKING WITH PLAN

A-1.3

PROJECT NO. 1503
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: August 25, 2015
 PROJECT NO. 1503

From: [Eddie Beecher](#)
To: [Jae Eun Kim](#)
Cc: [Cindy Lawrence](#); [John Mealer](#); [Carrie Sarver](#)
Subject: RE: Pompano Import_Agreement_744 N Federal Hwy
Date: Friday, June 10, 2016 4:06:04 PM

Good afternoon Jae Eun,

As we discussed this afternoon, the insurance checklist needs to be completed with the appropriate "X's" placed on the pages, next to the required coverage items on the list. I provided you with a copy of page 6-7 from the original agreement, with the required coverages checked. You agreed to have the original copies corrected (I believe you mentioned there are 3 originals) as I requested. With that said, the insurance requirements section of the agreement are approved by Risk Management. Please have the developer provide the city with a certificate of insurance and we can review it for you upon receipt, prior to them commencing work.

Thanks,
Ed

From: Jae Eun Kim
Sent: Wednesday, June 08, 2016 4:29 PM
To: John Sfiropoulos; Eddie Beecher
Cc: Paola West; Robin Bird
Subject: Pompano Import_Agreement_744 N Federal Hwy

John and Eddie,

Attached is the Agreement containing Revocable License Agreement and Developer's Agreement between the City of Pompano Beach and Pompano Imports for your review. Revocable License Agreement is required and become a part of this agreement because of the proposed wall replacing the existing fence in the City right-of-way, NE 23 Ave. Especially 5th paragraph on pages 2, pages 3 to 10, and EXHIBIT "D" of this Agreement are about a new wall/fence that will replace an existing fence currently encroaching into the City right-of-way, at the above referenced property address. The memorandum with a hardcopy of the Agreement will be delivered to you shortly. I am emailing the Agreement in advance so that so you have more time for review.

Please feel free to contact me for any questions or additional information.

Thank you for your time.



Jae Eun Kim

From: John Sfiropoulos
Sent: Friday, June 17, 2016 9:53 AM
To: Jae Eun Kim
Subject: RE: Pompano Import_Agreement_744 N Federal Hwy

Engineering is ok....thank you.

John

From: Jae Eun Kim
Sent: Friday, June 17, 2016 9:51 AM
To: Mark Lynn <Mark.Lynn@gmlaw.com>
Cc: Dennis Mele <dennis.mele@gmlaw.com>; Paola West <Paola.West@copbfl.com>; Robin Bird <Robin.Bird@copbfl.com>; John Sfiropoulos <John.Sfiropoulos@copbfl.com>; Carrie Sarver <Carrie.Sarver@copbfl.com>
Subject: RE: Pompano Import_Agreement_744 N Federal Hwy

Mark,

FYI, I am waiting for the review response.

From: Mark Lynn [mailto:Mark.Lynn@gmlaw.com]
Sent: Friday, June 17, 2016 9:50 AM
To: Jae Eun Kim
Cc: Dennis Mele; Paola West; Robin Bird; John Sfiropoulos; Carrie Sarver
Subject: RE: Pompano Import_Agreement_744 N Federal Hwy

Jae – Just following up, as I believe that today is the deadline for staff approval to be able to make the June 28 agenda. Please let me know.

GreenspoonMarder

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From: Mark Lynn
Sent: Thursday, June 16, 2016 11:55 AM
To: 'Jae Eun Kim'
Cc: Dennis Mele; Paola West; Robin Bird; 'John.Sfiropoulos@copbfl.com'
Subject: RE: Pompano Import_Agreement_744 N Federal Hwy