#### **DEVELOPER'S AGREEMENT**

Return to: (enclose self-addressed stamped envelope)

Name: Ele Zachariades, Esq.

Address:

Dunay, Miskel & Backman,LLP 14 S.E. 4<sup>th</sup> Street, Ste. 36 Boca Raton, Florida 33432

#### This Instrument Prepared by:

Ele Zachariades, Esq. Dunay, Miskel & Backman,LLP 14 S.E. 4<sup>th</sup> Street, Ste. 36

Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between HERITAGE AT POMPANO HOUSING PARTNERS, LP., a Florida Limited Partnership, with an address at 800 North Point Parkway, Suite 125, Alpharetta, GA 30005, its heirs, successors, grantees and assigns ("Developer"), and the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with an address at 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060 ("City") (hereinafter collectively referred to as the "Parties").

#### **WITNESSETH:**

WHEREAS, Developer is the fee simple owner of approximately 1.51 acres, legally described on the attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, on May 25, 2016, the Planning and Zoning Board of the City of Pompano Beach approved a site plan ("Site Plan") for construction of a 116 unit low income residential development (the "Project") on the Property (P&Z No. 16-12000001) ("Approval"); and

WHEREAS, in accordance with the Site Plan, the City required certain offsite

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improvements be implemented on N. Flagler Avenue (hereinafter "Improvements");

WHEREAS, the City as Lessee and FEC as Lessor executed a Real Estate Lease on January 14, 2002 (hereinafter the "Lease");

WHEREAS, in accordance with the Lease, the City is the Lessee of the portion of N. Flagler Avenue where the Improvements are to be located;

WHEREAS, in order to implement the Improvements on N. Flagler Avenue, FEC will need to approve of the Improvements and amend the Lease to include such approval;

WHEREAS, FEC has voiced their interest in working directly with the City in lieu of the Developer;

WHEREAS, the the City believes there is a benefit for public/private cooperation and is desirous of finalizing a Developer's Agreement which outlines a plan to ensure the Improvements are constructed on N. Flagler Avenue as denoted on the approved Site Plan; and

WHEREAS, this Agreement is the culmination of negotiations held by the Parties, and the Parties wish to establish by agreement the terms under which the Improvements may be performed.

NOW, THEREFORE, for and in consideration of the above and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. <u>Recitals</u>. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
- 2. <u>Purpose</u>. The purpose of this Agreement is to set forth payment and responsibilities for the consent, construction, installment and maintenance of improvements on N. Flagler Avenue.
- 3. <u>Authority</u>. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise and the City's Charter.

- 4. Improvements on N. Flagler Avenue. As a requirement of approval of the Project, part of the Site Plan denotes improvements to N. Flagler Avenue that are required by the City. The following are those specific improvements on the approved Site Plan (collectively "Improvements on N. Flagler Avenue"): 1. The Site Plan, attached hereto as **Exhibit B**, denotes the construction of parallel parking spaces and the construction of a sidewalk; 2. Within the Site Plan package, the Street Lighting Illumination Plan, attached hereto as **Exhibit C**, denotes the construction and installment of street lights; 3. The Landscape Plan, attached hereto as **Exhibit D**, denotes the planting of various trees and associated shrubs and groundcover along N. Flagler Avenue; 4. The Irrigation Plan, attached hereto as **Exhibit E**, provides for certain irrigation to be installed to support the proposed plant material planted along N. Flagler Avenue; 5. The Paving, Grading and Drainage Plan, attached hereto as **Exhibit F**, provides for construction on N. Flagler Avenue either at surface or below ground; and 6. The Water and Sanitary Sewer Plan, attached hereto as **Exhibit G**, provides for certain underground watermain, catch basins and pipes to be installed.
- 5. Payment for Installation and Construction. FEC has indicated to the parties that they prefer that the City be the applicant for same in lieu of the Developer. The City has agreed to be the applicant for such purposes and approvals. Given the financial implications associated with such FEC approvals and the conditions imposed by the Planning and Zoning Board in recommending approval of this Project, City has agreed to pay all application fees and costs associated with obtaining FEC approval. The Developer agrees to provide the City with all the necessary information regarding the Project which is required to submit the FEC application, including, but not limited to, City approved design plans, requested by FEC in connection with the application process. City agrees that Developer has provided the above information to City for review and City has approved the contemplated offsite improvements. Any reasonable requests for information, from FEC to City regarding the City's application shall be addressed by Developer within ten 10 business days if the requested information is within the possession of the Developer.

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In accordance with the cost estimate, attached hereto as **Exhibit H**, the estimated cost of the Improvements on N. Flagler Avenue is \$188,270.50, as itemized by improvement type and certified by both the City and Developer's licensed professional engineer and approved by the Development Services Director in compliance with Section 155.5901 of the City's Code. The Developer shall, within thirty (30) days of the Effective Date of this Development Agreement, submit a surety bond with the City in the amount of \$235,338.13, which represents 125% of the estimated cost of construction and installation of the Improvements on N. Flagler Avenue.

- Agreement City will have six (6) months to secure the necessary approvals and consents from FEC to construct, install and maintain the Improvements on N. Flagler Avenue. If the City is unable to secure the necessary approvals and consents from FEC within the six (6) month timeframe, the Developer and City agree that Developer will construct the alternative improvements as depicted in the attached **Exhibit I.** ("Alternative Improvements"). Failure to receive these necessary approvals and consent shall have no effect on the approved Site Plan and the Developer may proceed with development as if the Improvements on N. Flagler Avenue were never part of the approved Site Plan, with the obligation to construct the Alternative Improvements in lieu of the original Improvements If FEC denies consent to approval of the Improvements within the six (6) month timeframe,, the surety bond will be immediately returned to the Developer.
- 7. <u>Construction and Maintenance.</u> If and when the City receives approval and consent from FEC for the Improvements on N. Flagler Avenue, the Developer shall, within six (6) months of approval and consent, begin construction and installation of the Improvements on N. Flagler Avenue. The Developer shall coordinate and be fully responsible to ensure the Improvements on N. Flager Avenue are constructed and oversee said construction. Upon completion of said Improvements, all maintenance obligations will be turned over to the City for acceptance. after all building inspections and permits have been granted approval by City and closed out. Provided

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City receives written approval from FEC within the six (6) month time period, upon completion of the said Improvements, the performance guaranteed in the form of a surety bond will be returned to the Developer within the applicable time period provided for under the law.

8. <u>Insurance.</u> 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 (954-786-4636) 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, Excess Liability and Real and Personal Property insurance, in accordance with the following coverage requirements, and (ii) during the

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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 all of the following types of insurance 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 inc	66 6
oomaahonsiya fama	hadily injury and managery damage
comprehensive form	bodily injury and property damage
premises – operations	bodily injury and property damage
explosion & collapse hazard	
underground hazard	
products/completed	bodily injury and property damage combined
operations hazard	
contractual insurance	bodily injury and property damage combined
Contractual insurance	bodily injuly and property damage combined

<ul><li>broad form property damage</li><li>independent contractors</li><li>personal injury</li></ul>	• 0	bodily injury and property damage combined personal injury				
Bod acci		Minimum \$1,000,000 Per Occurrence and Aggregate. Sodily injury (each person) bodily injury (each ccident), property damage, bodily injury an dproperty amage combined.				
comprehensive form	uamage ee	momea.				
owned						
hired non-owned						
REAL & PERSONAL PROPERTY	<b>':</b>					
comprehensive form	comprehensive form Agent must show proof they have this coverage					
EXCESS LIABILITY:		Per Occurrence	Aggregate			
prop	ly injury and perty damage bined	\$1,000,000	\$1,000,000			
PROFESSIONAL LIABILITY:		Per Occurrence	Aggregate			
*Policy to be written on a claims r	nade 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. <u>Employer's Liability.</u> 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

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Employer's Liability Insurance, provided such self-insurance is in compliance with all applicable laws.

- D. <u>Policies</u>: 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.

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- 9. <u>Effective Covenants</u>. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement.
- 10. <u>Duration of Agreement</u>. This Agreement shall remain in full force and effect in perpetuity.
- 11. <u>Recording</u>. This Agreement shall be recorded in the Public Records of Broward County by the Developer within Fourteen (14) days after execution by the Parties.
- 12. <u>Effective Date</u>. This Agreement shall become effective upon execution and recordation in the Public Records of Broward County, Florida.

#### 13. <u>Miscellaneous</u>.

- (a) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those as expressly set forth in this Agreement.
- (b) <u>Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.
- (c) <u>Pronouns</u>. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.

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(d) Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

- (e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.
- (f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
- (g) Binding Effect. The obligations imposed pursuant to this Agreement upon the City, Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns. Notwithstanding anything contained herein to the contrary, the parties hereby acknowledge and agree that other than the obligations and rights imposed herein specific to the Improvements, this Agreement shall have no other effect on the interests of the parties.
- (h) Attorneys' Fees. Should any Party hereto bring an action against the other to enforce the terms and provisions hereof, then the Party prevailing in said action shall be entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.
- (i) Force Majeure. "Force Majeure" means the occurrence of any of the following for the period of time, if any, that the performance of a party's material obligations under this Agreement is delayed or prevented thereby: acts of God, acts of the public enemy, insurrections, wars or war-like action, arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, any delays occasioned by litigation related to the Property, civil disturbance or disobedience, riot,

sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the party claiming the right to delay performance on account of such occurrence.

Signatures on following page

# "CITY OF POMPANO REACH

Witnesses:	CITY OF POMPANO BEACH			
	By:LAMAR FISHER, MAYOR			
	LAWAR FISHER, WATOR			
	By: GREGORY P. HARRISON, CITY MANAGER			
Attest:				
	(SEAL)			
ASCELETA HAMMOND CITY CLERK				
Approved As To Form:				
MARK E. BERMAN CITY ATTORNEY				
STATE OF FLORIDA COUNTY OF BROWARD				
The foregoing instrument	was acknowledged before me this day or by LAMAR FISHER as Mayor, GREGORY P			
HARRISON as City Manager and	<b>ASCELETA HAMMOND</b> as City Clerk of the City of all corporation, on behalf of the municipal corporation, who			
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA			
	(Name of Acknowledger Typed, Printed or Stamped)			
	Commission Number			

STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD)	
I HEREBY CERTIFY that on this day be aforesaid and in the County aforesaid to take a acknowledged before me by Lamar Fisher, as Ma corporation, on behalf of the City, freely and vo said municipal corporation and that the seal affimunicipal corporation. She is personally known identification.  WITNESS my hand and official seal in the	yor of the City of Pompano, a Florida municipal luntarily under authority duly vested in him by fixed thereto is the true corporate seal of said
, 2017.	
	Notary Public, State of Florida
My Commission Expires:	Typed, printed or stamped name of Notary Public
STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD)	
I HEREBY CERTIFY that on this day be aforesaid and in the County aforesaid to take as acknowledged before me by Greg Harrison, as C municipal corporation, on behalf of the City, freely him by said municipal corporation and that the sea municipal corporation. He is personally known identification.	City Manager of the City of Pompano, a Floridally and voluntarily under authority duly vested in affixed thereto is the true corporate seal of said
WITNESS my hand and official seal in th, 2017.	ne County and State last aforesaid this day of
	Notary Public, State of Florida
My Commission Expires:	Typed, printed or stamped name of Notary Public

#### **DEVELOPER**:

HERITAGE AT POMPANO HOUSING

	PARTNERS, LP., a Florida Limited Partnership
Print name: Michelle Wall	By: NDG Heritage Pompano, LLC, its general partner By: Robert Hoskins, its manager  By: Print Name: Robert Hoskins  Title: Manager of general partner for Heritage at Pompano Partners, LP
	, 2017
STATE OF FLORIDA ) SS:  COUNTY OF BROWARD )  I HEREBY CERTIFY that on this day, before aforesaid and in the County aforesaid to take acknowledged before me by Robert Hoskins , the and voluntarily under authority duly vested in personally known to me or who has produced	e manager of DEVELOPER, freely him/her by said company. He/She is
witness my hand and official seal in the of, 2017.	County and State last aforesaid this // day  Nam Young Yanale Public  HARON HURLEY VARNALL  printed or stampedname of Notary Public
SHARON HURLEY YARNALL  NOTARY PUBLIC  Forsyth County  State of Georgia  My My Commission Expires 2412021	printed or stamped name of Notary Public



#### **DESCRIPTION:**

ALL OF BLOCK 6, CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THE ABANDONED ALLEY LYING BETWEEN LOTS 1 THROUGH 15, AND LOTS 16 THROUGH 32:

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 10.00 FEET OF LOT 16:

THE WEST 10.00 FEET OF LOT 15:

THE NORTH 10.00 FEET OF LOTS 1 THROUGH 15, BLOCK 6:

THE EAST 10.00 FEET OF LOT 1:

THE EAST 10.00 FEET OF LOT 32:

THE EAST 10.00 FEET OF THAT CERTAIN 10.00 FOOT ALLEY LYING BETWEEN LOTS 1 AND 32  $\cdot$ 

THE SOUTH 10.00 FEET OF LOTS 16 THROUGH 32:

THE WEST 10.00 FEET OF THAT CERTAIN 10.00 FOOT ALLEY LYING BETWEEN LOTS 15 AND 16:

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02°01'12" EAST, ALONG THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°25'45" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°01'12" EAST, ALONG THE WEST LINE OF THE 10.00 FOOT WIDE RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 42046, PAGE 165 OF SAID PUBLIC RECORDS, A DISTANCE OF 265.43 FEET; THENCE SOUTH 88°23'46" WEST, ALONG A NORTH LINE OF THE 10.00 FOOT WIDE RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 42046, PAGE 165 OF SAID PUBLIC RECORDS, A DISTANCE OF 143.00 FEET; THENCE NORTH 01°36'51" WEST, A DISTANCE OF 265.51 FEET; THENCE NORTH 88°25'45" EAST, ALONG A SOUTH LINE OF THE 10.00 FOOT WIDE RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 42046, PAGE 165 OF SAID PUBLIC RECORDS, A DISTANCE OF 141.12 FEET TO THE POINT OF BEGINNING.

ALL LYING IN BLOCK 6, CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CONTAINS 65,955 SQUARE FEET OR 1.514 ACRES MORE OR LESS.

THE ABOVE PARCEL IS ALSO DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 6, CORRECTED PLAT OF PERRY & WELLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

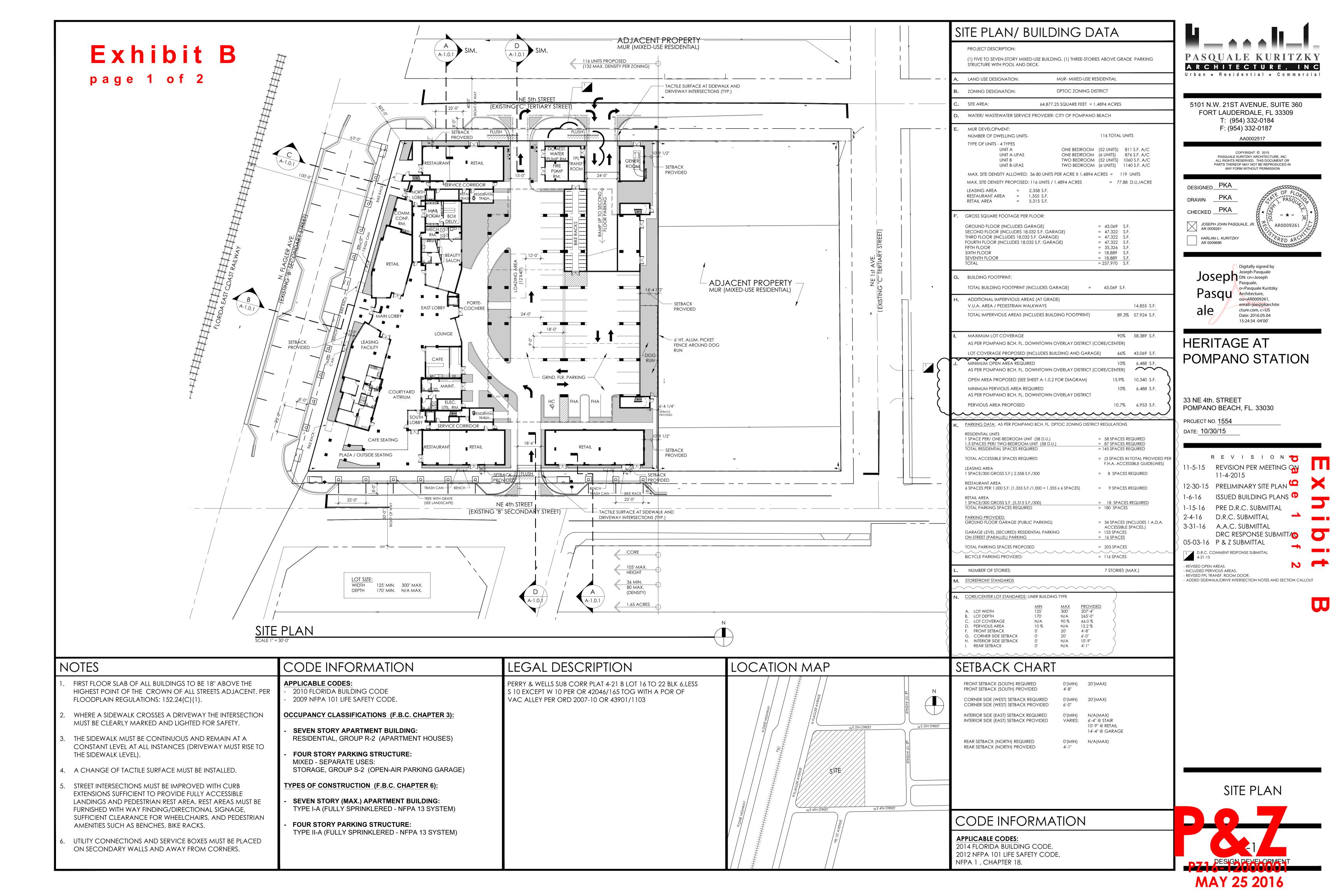
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02°01'12" EAST, ALONG THE EAST LINE OF SAID BLOCK 6, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°25'45" WEST, A DISTANCE OF 151.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'51" EAST, A DISTANCE OF 265.51 FEET; THENCE SOUTH 88°23'46" WEST,

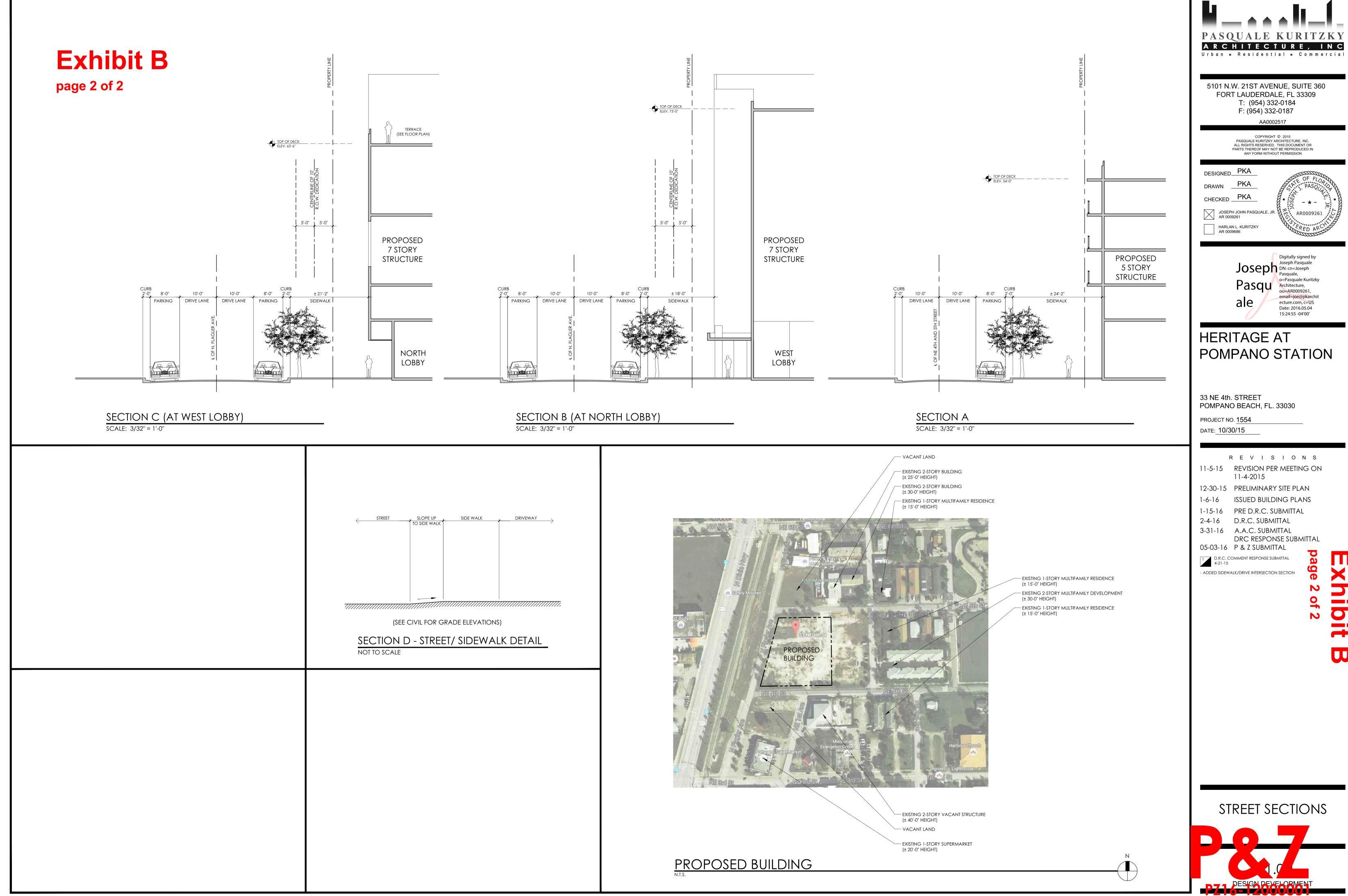
## **Exhibit A**

#### page 2 of 2

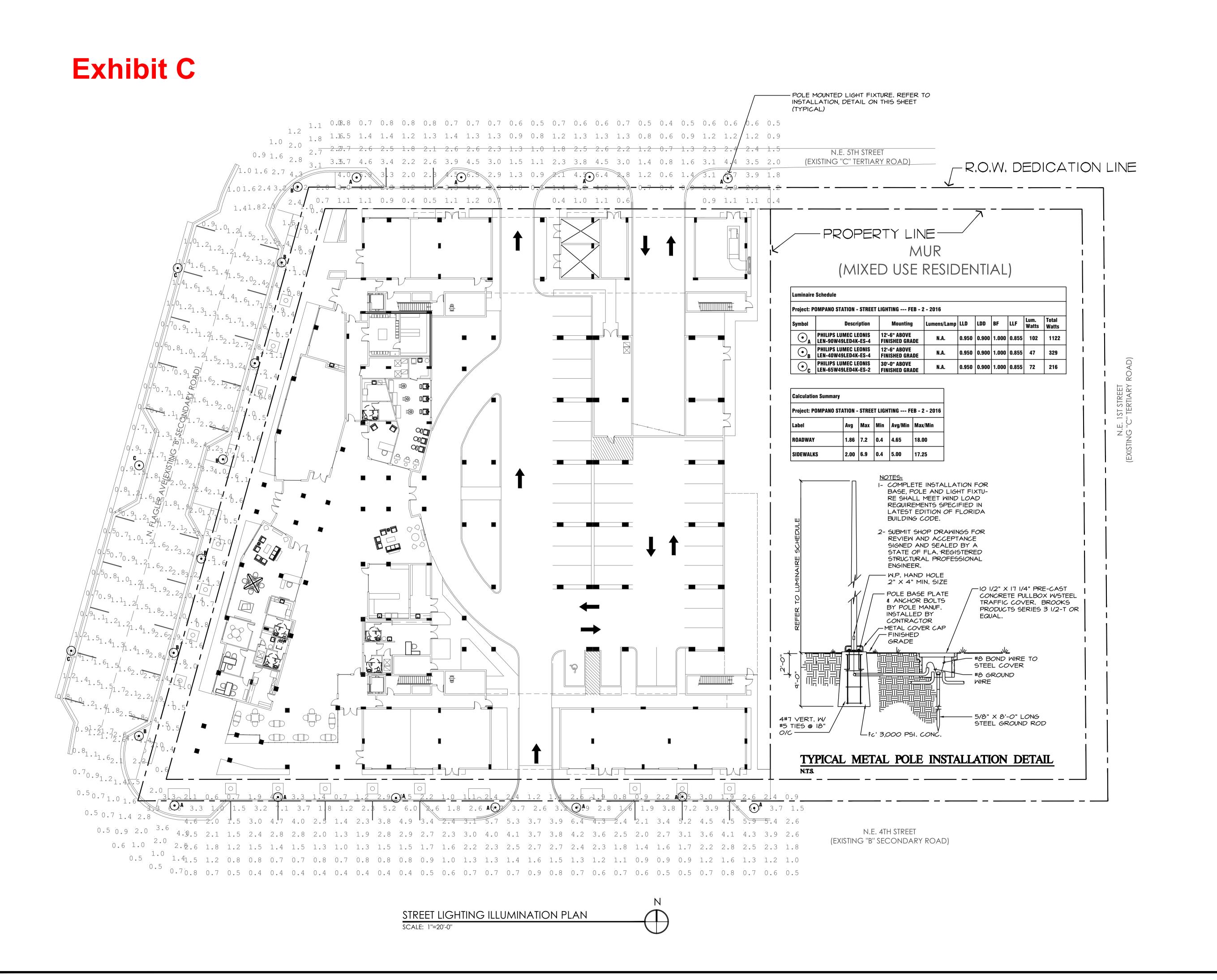
ALONG A NORTH LINE OF THE 10.00 FOOT WIDE RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 42046, PAGE 165 OF SAID PUBLIC RECORDS, A DISTANCE OF 285.34 FEET; THENCE NORTH 13°57′06″ EAST, ALONG THE EAST LINE OF A 10.00 FOOT WIDE RIGHT-OF-WAY & EASEMENT FOR DRIVEWAY PURPOSES DESCRIBED IN DEED BOOK 283, PAGE 548, AND THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3015, PAGE 54, BOTH OF SAID PUBLIC RECORDS, A DISTANCE OF 275.73 FEET; THENCE NORTH 88°25′45″ EAST, ALONG A SOUTH LINE OF THE 10.00 FOOT WIDE RIGHT-OF-WAY PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 42046, PAGE 165 OF SAID PUBLIC RECORDS, A DISTANCE OF 211.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINS 65,955 SQUARE FEET OR 1.514 ACRES MORE OR LESS.





MAY 25 2016



5101 N.W. 21ST AVENUE, SUITE 360 FORT LAUDERDALE, FL 33309 T: (954) 332-0184 F: (954) 332-0187

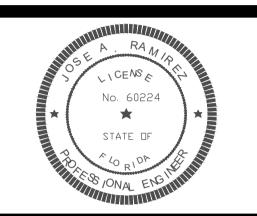
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MAL ENGINEERING.INC JOSE A. RAMIREZ, P.E.

Electrical Engineer • State of Florida P.E. 0060224

Certificate of Authorization Number: 6514



## **HERITAGE AT** POMPANO STATION

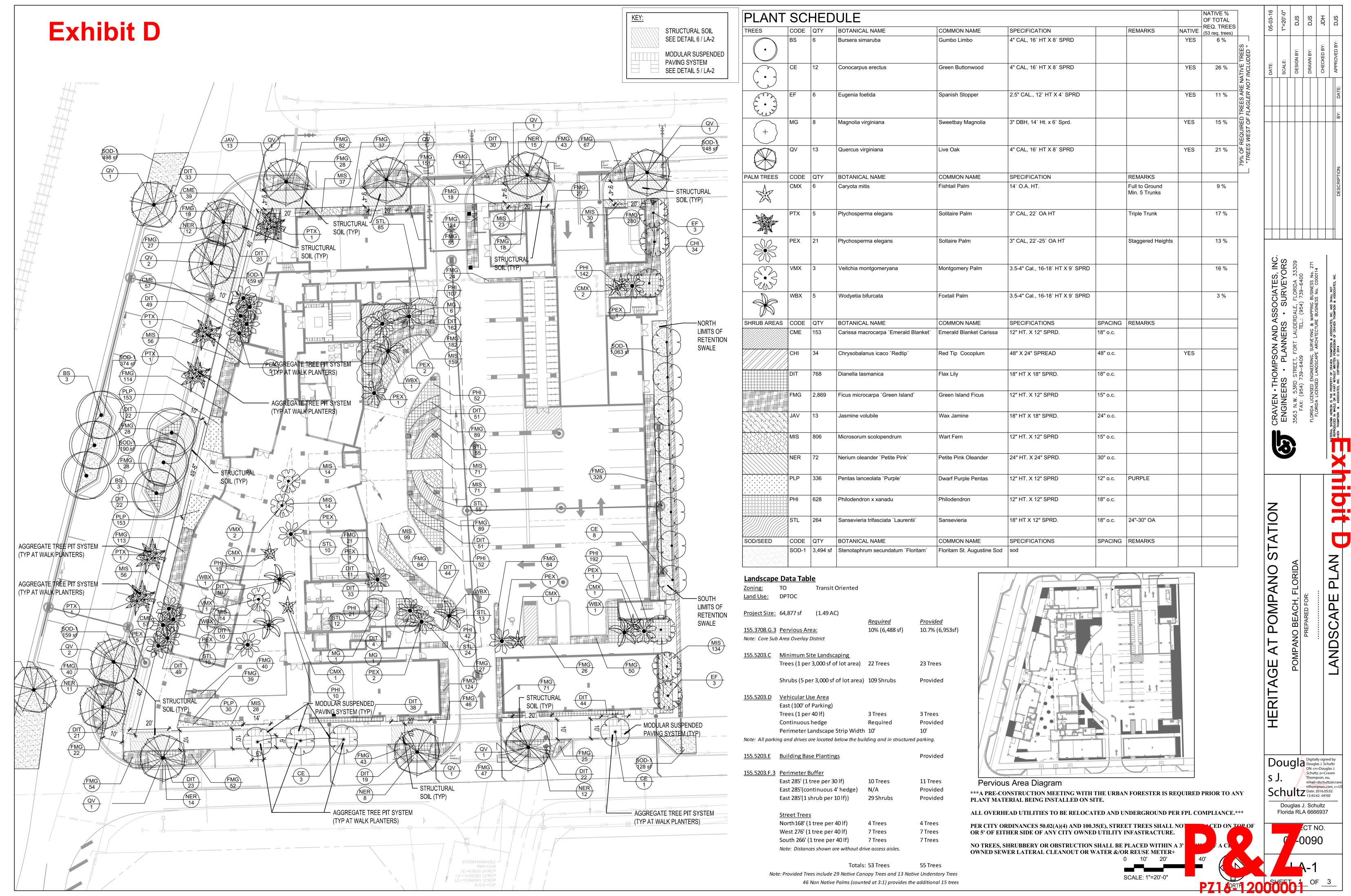
POMPANO BEACH, FL

PROJECT NO. 1554 DATE: 02/04/16

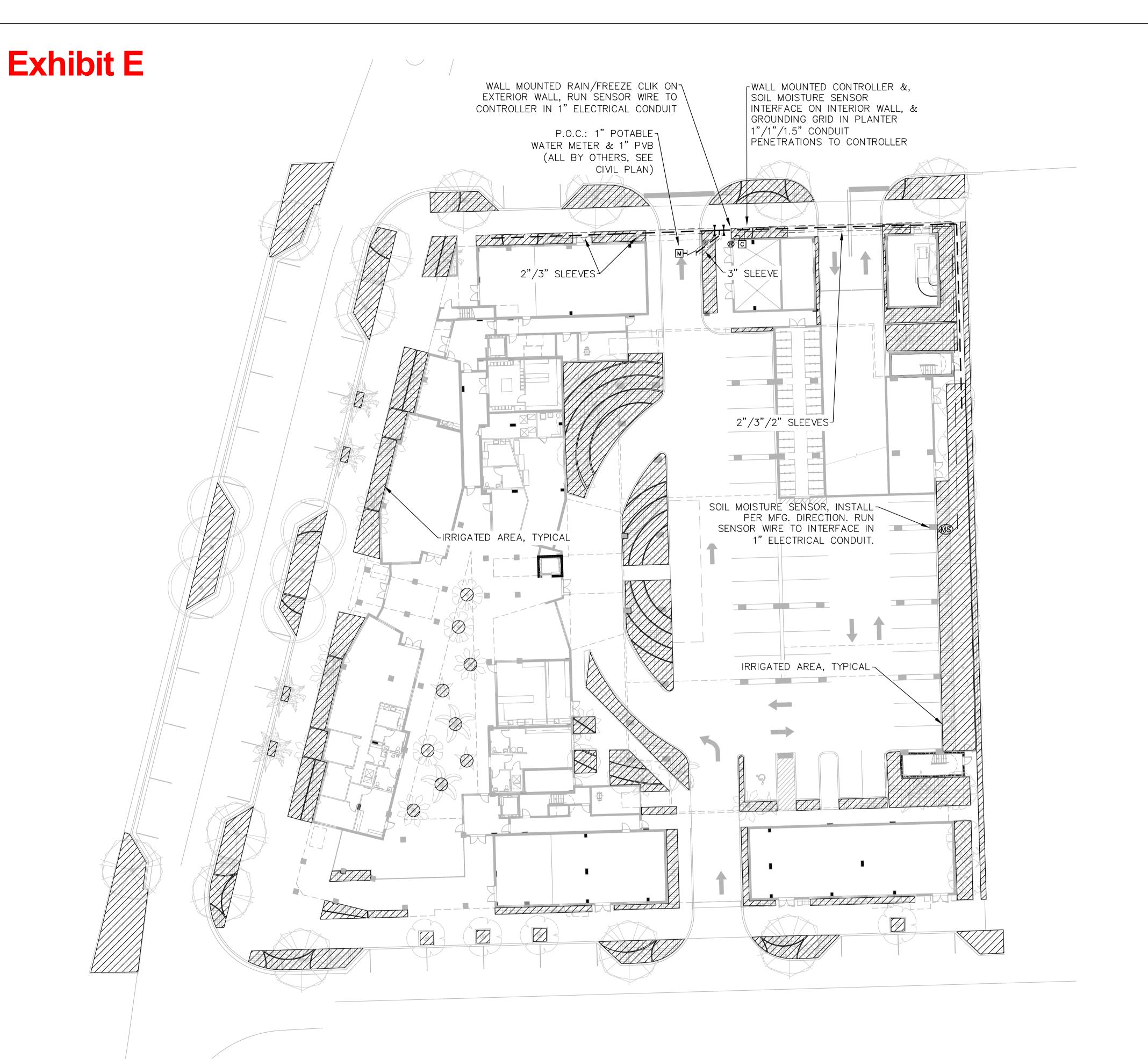
2-04-16 D.R.C. SUBMITTAL

REVISIONS

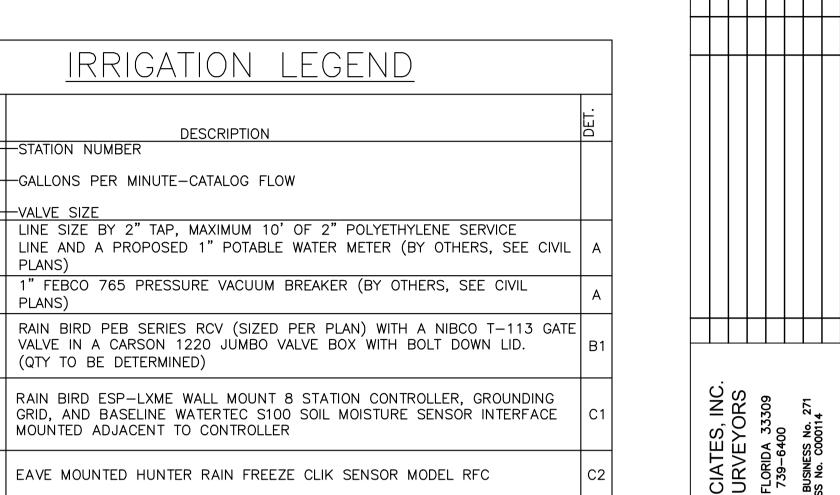
STREET LIGHTING ILLUMINATION PLAN



MAY 25 2016







NOTES:

QTY

1. ALL TREES AND PALMS SHALL RECEIVED BUBBLERS.

SOLVENT-WELD PVC FITTINGS

1419 VALVE BOX.

PER PLAN)

SHOWN ON THE DETAIL SHEET.

2. ALL IRRIGATION WILL PROVIDE 100% HEAD-TO-HEAD COVERAGE WITH A MINIMUM 50% OVERLAP.

BASELINE WATERTEC S100 SOIL MOISTURE SENSOR bISENSOR INSTALLED ON SITE PER MANUFACTURER'S RECOMMENDATIONS. COMMUNICATION WIRE TO C3 BE CONNECTED TO SMS INTERFACE AT CONTROLLER VIA 1" CONDUIT

NIBCO T-113 BRASS MAINLINE ISOLATION VALVE (LINE SIZE) IN A CARSON

CLASS 200 PVC LATERAL LINE W/ SCH 40 SOLVENT WELD PVC FITTINGS (SIZE PER PLAN, MINIMUM PIPE SIZE SHALL BE 3/4", NO 1/2" PIPES

1-1/2" SCHEDULE 40 SOLVENT-WELD PVC MAINLINE W/SCH 40

SHOWN WHERE NOT WITH MAINLINE (SIZE PER PLAN)

QUANTITIES GIVEN ARE FOR CONTRACTOR CONVENIENCE ONLY. THE ACCURACY IS NOT GUARANTEED. ALL QUANTITIES SHALL BE VERIFIED.

\*DET (ON THE LEGEND) - THE LETTER IN THIS COLUMN DENOTES THE CORRESPONDING DETAIL

SCH 40 GRAY PVC CONDUIT W/SCH 40 SOLVENT-WELD PVC FITTINGS,

CLASS 200 PVC SLEEVES W/SCH 40 SOLVENT-WELD PVC FITTINGS (SIZE



AT POMPANO

HERITAGE

**MAY 25 2016** 

Douglas

Digitally signed by Dougla

J. Schultz

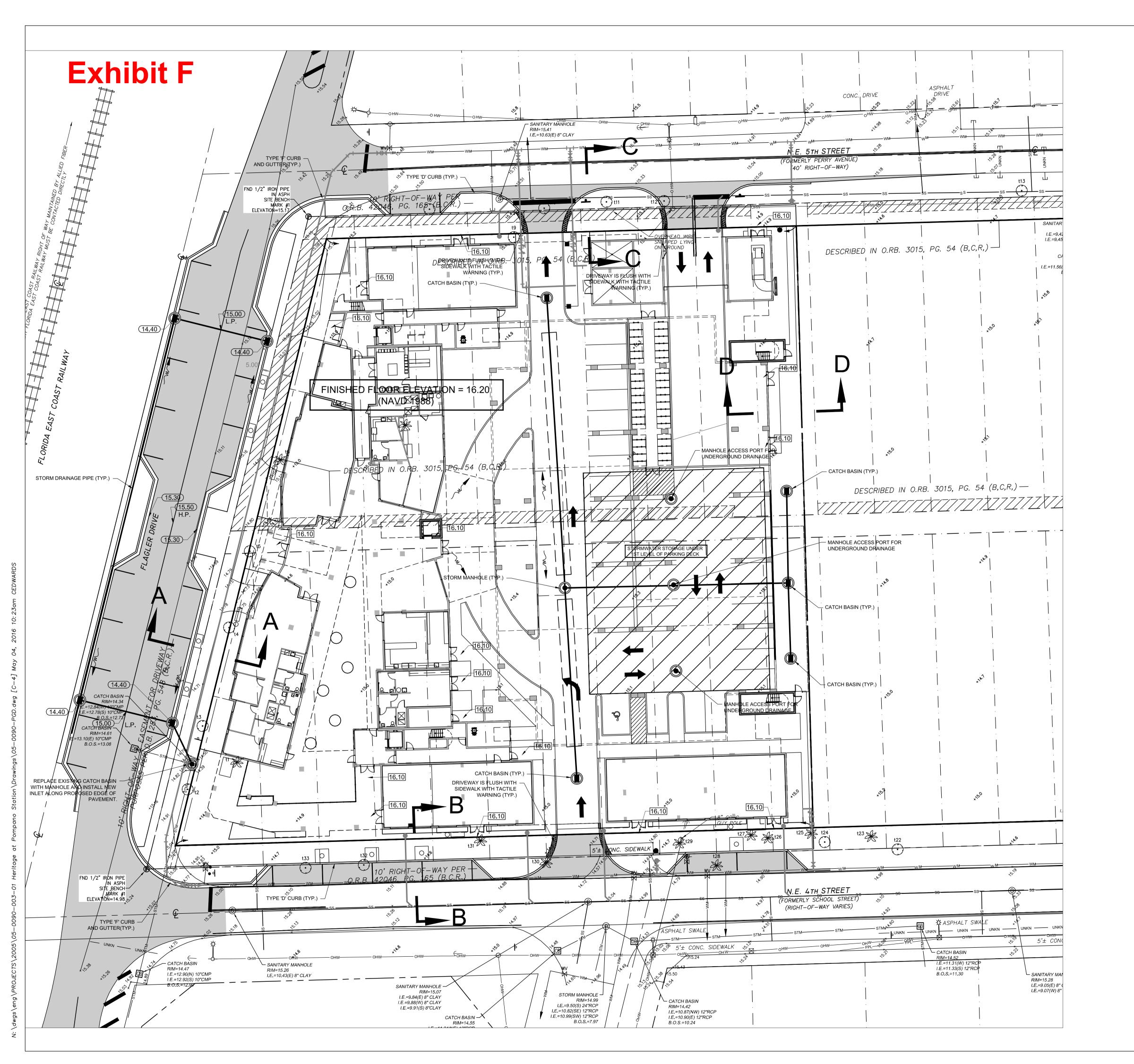
DN: cn=Douglas J. Schultz
o=Craven Thompson, ou, J. Schultz email=dschultz@craventi mpson.com, c=US Date: 2016.05.02 13:50:20

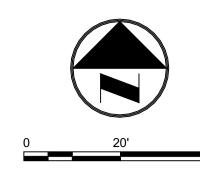
Douglas J. Schultz Florida R**L**A 6666937

1 INCH = 20 FEET



KNOW WHAT'S BELOW ALWAYS CALL 811 **BEFORE YOU DIG** 





## ALL PROPOSED AND EXISTING **ELEVATIONS ARE SHOWN IN** N.A.V.D. 1988 DATUM.

#### NOTES:

- ALL EXISTING DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED AND REPAIRED AS NECESSARY, PRIOR TO CONNECTING THEM WITH PROPOSED
- THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND IMPLEMENTING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), INCLUDING BUT NOT LIMITED TO TURBIDITY BARRIERS, SILT FENCE, INLET PROTECTION, WATER
- RAINWATER LEADER CLEANOUTS ARE SHOWN UP TO A POINT THAT IS 5' FROM THE EXTERIOR BUILDING WALL. FOR CONTINUATION UPSTREAM OF THIS POINT REFER TO THE ARCHITECTURAL PLANS.

#### **ABBREVIATIONS**

B.C.R.	BROWARD COUNTY RECORDS
BH	BUD HEIGHT
(C)	CALCULATED FROM PLAT
CATV	CABLE TELEVISION
C.B.	CATCH BASIN
C&G	CURB AND GUTTER
CONC.	CONCRETE
C.L.F.	CHAIN LINK FENCE
C.M.P.	CORREGATED METAL PIPE
D.C.R.	DADE COUNTY RECORDS
ELEV.	ELEVATION
IRR	IRRIGATION
I.E.	INVERT ELEVATION
LB	LICENSED BUSINESS
MH	MANHOLE
OHW	OVERHEAD WIRES
0.00	05510141 DE00DD0 D0014

OFFICIAL RECORDS BOOK PLAT BOOK P.R.M. 4"x4" CONCRETE MONUMENT W/ LB271 DISC

REINFORCED CONCRETE PIPE

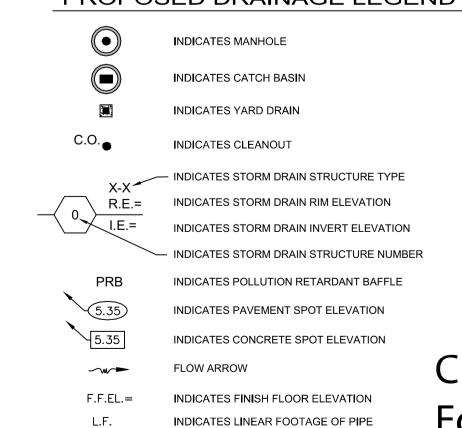
### **EXISTING LEGEND**

ТОВ	TOP OF BANK		TRAFFIC SIGNAL PULL
ТОЕ	TOE OF SLOPE	$\mapsto$	HOSE BIBB
OHW	OVERHEAD WIRES	T	TELEPHONE MANHOLE
FM	FORCE MAIN	GAS	GAS VALVE
<del>* * * * * * * * * * * * * * * * * * * </del>	CHAIN LINK FENCE LINE	CATV 🖂	CATV PEDISTAL
<del> </del>	GUARDRAIL	FM ⋈	FORCE MAIN VALVE
*	PALM TREE	$\leftarrow$	ANCHOR
	SHADE TREE	•	BOLLARD
		w 🖂	WATER VALVE
$\dot{\mathbf{C}}$	SHADE TREE	-0-	WOOD POWER POLE
$\mathscr{H}$	PALM TREE	0	MAILBOX
⋭≕≭	CONCRETE LIGHT POLE	CB	CATCH BASIN
$\boxtimes$	CONCRETE POST	S	SANITARY MANHOLE
	CONCRETE POWER POLE	<u></u> & □	SIGN
	ELECTRICAL PANEL	-ф-	MONTORING WELL
	ELECTRICAL PULL BOX	(D)	STORM MANHOLE
	FIRE HYDRANT	$\Leftrightarrow$	TRAFFIC POLE
со⊙	SANITARY SEWER CLEANOUT		TRANSFORMER PAD
X   RR	IRRIGATION CONTROL VALVE	TRANS	
<b>↔</b> □	CONCRETE PARKING LIGHT 1 BULB		

### PROPOSED DRAINAGE LEGEND

+10.0 SPOT GROUND ELEVATION

+10.00 SPOT HARD SURFACE ELEVATION



INDICATES ASPHALT PAVEMENT

INDICATES CONCRETE

Chad E. Digitally signed by Chad E. Edwards, P.E. DN: cn=Chad E. Edwards, and Associates, Inc., ou, email=cedwards@cravent

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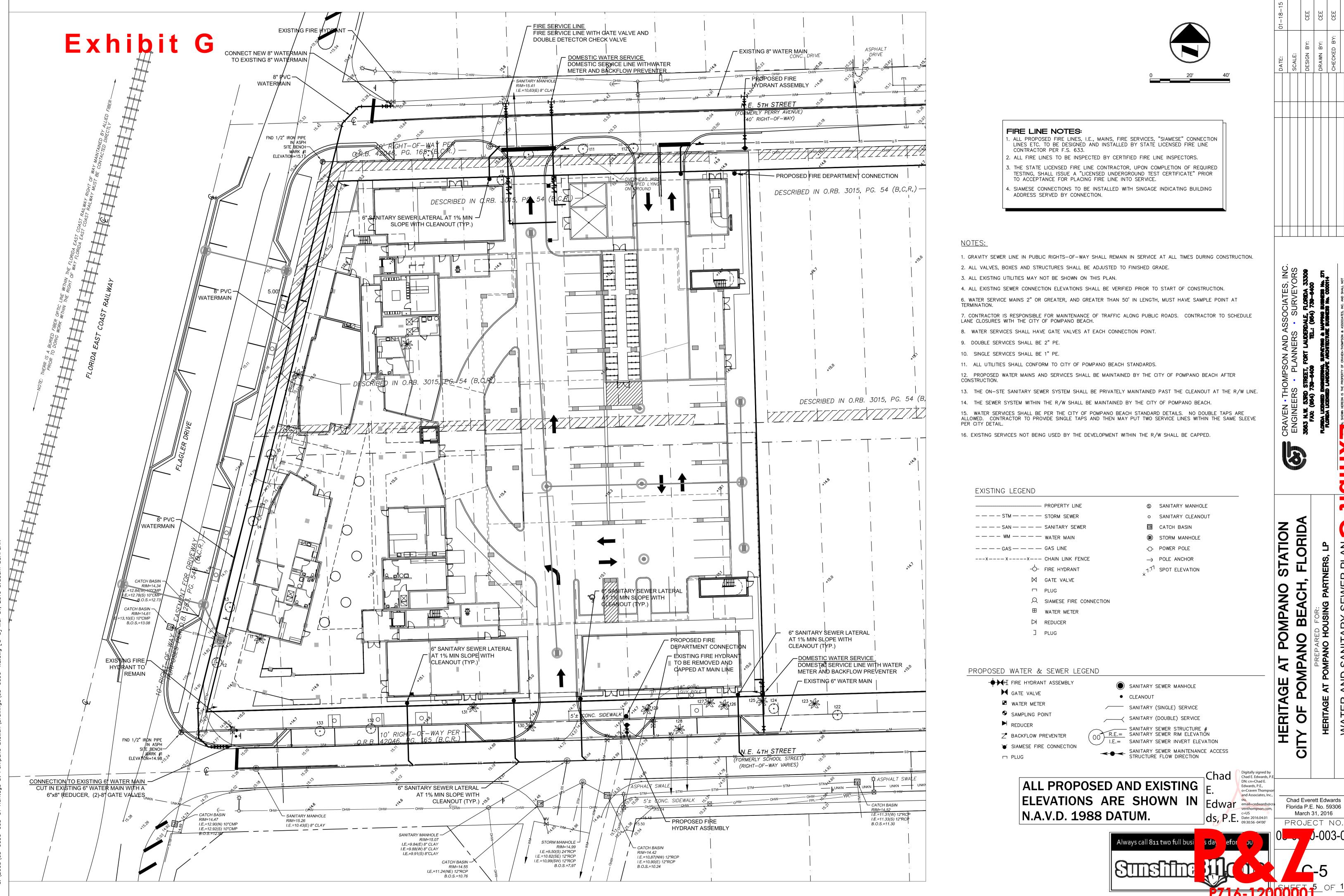
P.E., o=Craven Thompson hompson.com, c=US Date: 2016.05.04 10:24:18

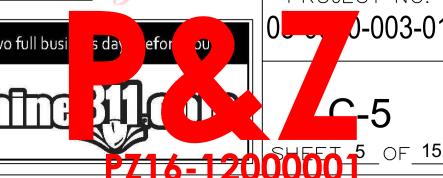
May 4, 2016

**MAY 25 2016** 

FLORIDA

Chad Everett Edwards Florida P.E. No. 59306 PROJECT NO.





MAY 25 2016

#### FEC STREETSCAPE IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

#### **Exhibit H**

ITEM#	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Remove & Dispose Existing Asphalt Pavement Cross Section	1	LS	\$3,000.00	\$3,000.00
2	Furnish & Place 1" Asphalt Overlay Type SP-9.5 Friction Course	1,300	SY	\$9.00	\$11,700.0
3	Furnish & Place 1" Asphalt Overlay Type SP-9.5 Structural Course	1,300	SY	\$11.00	\$14,300.00
4	Furnish & Place 8" Limerock Base (LBR 100)	1,300	SY	\$10.00	\$13,000.00
5	Furnish & Place 12" Stabilized Subgrade (LBR 40)	1,300	SY	\$1.50	\$1,950.00
6	Furnish & Install FDOT Type 'F' Curb	680	LF	\$15.00	\$10,200.0
7	Pavement Marking and Signage	1	LS	\$2,500.00	\$2,500.0
8	Landscaping	1	LS	\$17,640.50	\$17,640.5
9	Hardscape	1	LS	\$21,300.00	\$21,300.00
10	Street Lighting	10	EA	\$4,600.00	\$46,000.0
11	Furnish & Place 24" HDPE	406	LF	\$30.00	\$12,180.0
12	Furnish & Place Exfiltration Trench	180	LF	\$75.00	\$13,500.0
13	Furnish & Place Inlet Type 10"	6	EA	\$3,000.00	\$18,000.0
14	Furnish & Place Strom Manhole	1	EA	\$3,000.00	\$3,000.0
	SUBTOTAL:				\$188,270.50
	125% of SUBTOTAL	1	LS	125%	\$235,338.1
		Hilling Town	1179		
	HATTER AND THE PARTY OF THE PAR	STATE O	A. In	X	9-28-17 rds, P.E. o. 59306
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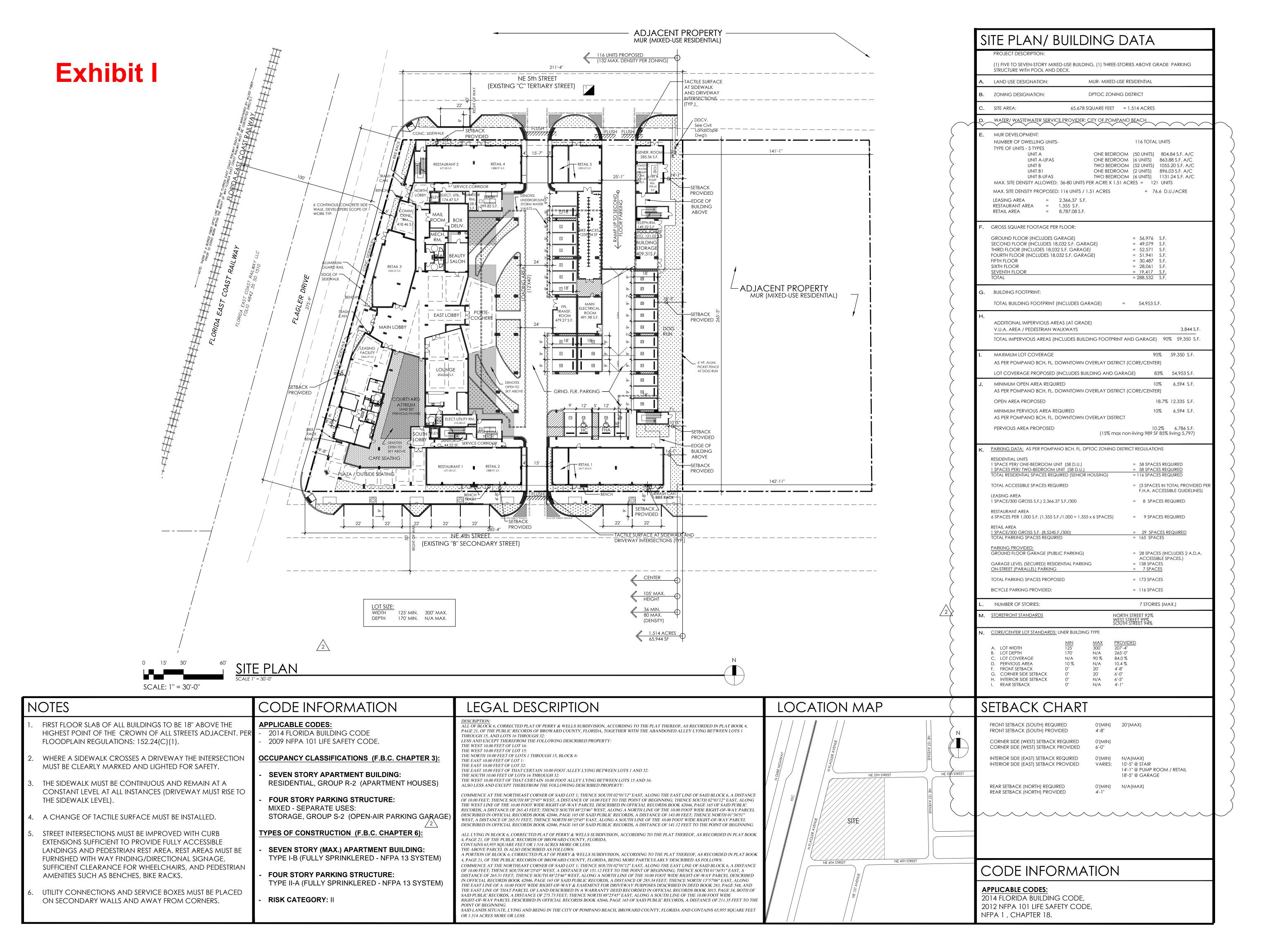
LA 666693

Bougland



Craven Thompson and Associates, Inc. Engineers, Planners, Surveyors 3563 NW 53<sup>24</sup> Street, Fort Lauderdale, FL 33309 Florida Licensed Engineering, Surveying,

£ Mapping Business No. 271 Telephone: (954) 739-6400 Fax: (954) 739-6409



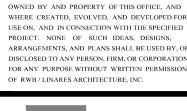
1. 2. 3. 4. 5. 6. 7.

8. 1 02-14-17 B.D.C.

9. 2 4-12-17 B.D.C.

10.

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLAN



INDICATED OR REPRESENTED BY THIS DRAWING AR



4-21-15

- REVISED OPEN AREAS.
- INCLUDED PERVIOUS AREAS.
- REVISED FPL TRANSF. ROOM DOOR.

Noon book.

HEKLIAGE AT
POMPANO STATOI
33 NE 4TH STREET
OMPANO BEACH, FL 33

432 AX 561-391-0085

1600 SOUTH DIXIE HWY., SUITH BOCA RATON, FLORIDA 33432 PHONE 561-391-0081 FAX 56 FMAIL mail@rwh-arch com

KWB

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PROJECT # 16-045

DATE 10-30-15

SITE PLAN

SHEET #

OO2 AO.O2

AA26000640