



## PMDD REZONING JUSTIFICATION STATEMENT

Please fill out the following in COMPLETE DETAIL, a restatement does not satisfy code requirements

<b>ZONING MAP AMENDMENTS (Section 13-36)</b>	
1.	<p><b>Is not contrary to the Comprehensive Plan.</b></p> <p>The Comprehensive plan requires commercial uses at this location. The proposed use of automotive dealership is consistent with the comprehensive plan. The proposed building addition matches the same uses on the site and meets concurrency requirements.</p>
2.	<p><b>Will not create an isolated zoning district, which would be unrelated and incompatible with adjacent districts.</b></p> <p>The proposed Lincoln dealership is allowed within the MS-T zoning district. The existing commercial use is compatible with the adjacent car dealerships on Sample Road.</p>
3.	<p><b>Will not substantially impact public facilities such as schools, utilities and streets.</b></p> <p>The commercial use of car dealership will continue to use the same vehicular entrance and site utilities. The proposed building expansion has minimal concurrency impacts to public facilities.</p>
4.	<p><b>Will be justified by external land use conditions.</b></p> <p>The surrounding land uses support the building addition for car dealerships.</p>
5.	<p><b>Will not create or excessively increase automobile and vehicular traffic congestion.</b></p> <p>The existing car dealership is located on Sample Road and State Road 7 which are major arterial roads. The increase of traffic is less than 2% of the existing traffic on Sample road.</p>
6.	<p><b>Will not create a storm drainage problem for other properties.</b></p> <p>The existing property is part of a drainage master plan for the surrounding area. The building expansion has been compensated for by adding exfiltration trench to the existing drainage system.</p>
7.	<p><b>Will not adversely affect surrounding living conditions.</b></p> <p>The site is not adjacent to residential communities. No effect on living conditions.</p>
8.	<p><b>Will not adversely affect environmental quality.</b></p> <p>The proposed building is located over the existing parking lot. No environmental areas are disturbed by this proposal. Existing trees impacted by the new building will be mitigated for on site.</p>
9.	<p><b>Will not adversely affect other property values.</b></p> <p>The proposed building expansion maintains the same use and intensity as the current property use. The proposal should have no effect on adjacent property values.</p>
10.	<p><b>Will not be a deterrent to improvement or development of other property.</b></p> <p>The proposed building is consistent with the Mainstreet design guidelines. The adjacent properties are free to develop their site per the city zoning code requirements.</p>
11.	<p><b>Will not constitute a special privilege to an individual owner.</b></p> <p>The proposed building is consistent with the mainstreet design guidelines and will meet local building codes. The property owner is not asking for any favors for approval.</p>



INFINITI/ LINCOLN  
OF  
COCONUTCREEK

PLANNED MAINSTREET DEVELOPMENT DISTRICT

Adopted 09/08/1994      Ord No. 133-94

Amended 05/25/2017      Ord No. 2017-017

Amended      Ord No.  
~~February 2017~~ ~~December 2022~~

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## EXHIBITS

EXHIBIT A	Location Map
EXHIBIT B	Plat
EXHIBIT C	Site Plan
EXHIBIT D	Phasing Plan
EXHIBIT E	Conceptual engineering plan
EXHIBIT F	Pedestrian Greenway - Sample Road
EXHIBIT G	Alternate Solutions
EXHIBIT H	Unified Control Agreement Sample

**I. Introduction**

A. Project Description

The property that is the subject of this rezoning is the location of the Infiniti dealership on Sample Road at the Northeast corner of State Road 7 ("Subject Property"). See Exhibit A. The Subject Property is legally described as a portion of Tract B of the Commerce Center of Coconut Creek as recorded in Plat Book 131 page 30 of the Broward County records. See Exhibit B. TT of Sample, Inc. ("Applicant") purchased the Subject Property in 2006 and has operated a successful Infiniti automobile dealership (Dealership") from this location. It is typical for several automobile dealerships to be located in close proximity which is the case along the State Road 7 and Sample Road corridors in the City of Coconut Creek ("City"). Lexus, Mitsubishi, Volkswagen, Audi and Chevrolet are some of the other dealerships located along Sample Road between Sample Road and the Sawgrass Expressway.

The existing Infiniti Dealership consists of sales office, showroom, automobile display and storage, automobile repair, and carwash uses. The existing Infiniti building which consists of phase 1 area totals 48,613,33,846 square feet and is comprised of the following components:

- Showroom 4,149 s.f.
- Service and Repair 36,696,21,929 s.f.
- Offices 7,211 s.f.
- Carwash 557 s.f.

The property owner has the opportunity to place the Lincoln dealership phase II on the property. The new Lincoln building phase II is a standalone facility of 25,802 square feet. This application has no impact on the existing buildings on the property. The site plan for the proposed expansion is provided in Exhibit C. The following breakdown is for the Lincoln building phase II only:

- Showroom/ office space: 11,467 s.f.
- Auto repair space: 14,335 s.f.

~~Due to the success of the Dealership, the Applicant needs additional building area to continue to meet the service needs of the customers. The Applicant can either construct a new structure at a different location or expand the existing building and has chosen the latter option to remain in the City. The Applicant proposes to add 14,767 square feet for additional automobile service to include a car wash and photo booth. The Site Plan for the proposed expansion is provided in Exhibit C.~~

Operations related to the existing dealership and the proposed building expansion will comply with all conditions of the special land use approval.

B. Phasing

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~~This project will be constructed in one phase. Construction of Phase I which consists of 14,767 square feet is anticipated to commence in the third quarter of 2017 and be complete by the second quarter of 2018. This Lincoln building is a standalone facility creating a new phase II to the overall existing property.~~ The Phasing Plan is provided as Exhibit D.

**II. Existing Conditions**

A. Natural Features

The Subject Property is currently developed and there are no natural features or environmentally significant areas on the Subject Property that would be impacted. ~~by the proposed building expansion. The proposed Phase II Lincoln building and revised parking lot will impact the existing parking lot landscaping and trees. These will be mitigated as part of the landscape plans.~~ A man-made lake exists along the West property line that was constructed as part of the drainage system for the existing development. This lake will remain part of the expansion plans.

B. Existing Improvements

The existing Dealership contains approximately 48,613 square feet, including a body shop and service center as well as all utilities needed to serve the Dealership. A man-made water body which is part of the drainage system is located on the Western and Northern property line. Access to the Subject Property is provided on Sample Road. ~~The existing landscaping for the phase I Infiniti site is required to comply with the original site plan approval and city landscape code as applicable. The existing site landscaping is required to meet the City standard landscape code at the time of the original site plan approval.~~ Any landscape code deficiencies will be brought up to code during the construction phase.

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C. Future Land Use and Zoning

The Subject Property is designated Regional Activity Center ("RAC") on the City and County Future Land Use Maps and is zoned Planned Commerce District. The City adopted the Planned MainStreet Development District ("PMDD") zoning district to implement the RAC land use designation. This rezoning from ~~B-4 and PCD B-4 and PCD~~ to amend the PMDD is required for the zoning on the Subject Property to be consistent with the RAC land use designation. The proposed development plan does not

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exceed the intensities anticipated in the RAC.

The City adopted the MainStreet Design Standards to guide development in the RAC which was predominantly vacant land at the time of adoption. The existing dealership is a legally permitted use. The Applicant intends to implement the MainStreet Design Standards with alternative design solutions as proposed in Exhibit G that can reasonably be applied to G of this phase II Lincoln Dealership building addition expansion.

**III. Proposed Development Analysis of Public Facilities**

A. Roads

The following table's document that based on the Broward County trip rates, the proposed expansion-Lincoln dealership will generate approximately ~~396~~7 additional PM Peak Hour trips. These trips will be located at the existing access point on Sample Road. The Applicant has paid road impact fees for the existing development. As part of the permitting process, road impact fees will be paid for the additional square footage to mitigate any impacts on the regional roadway network. All proposed driveways of development project connecting the public right of way shall comply with FDOT Roadway and traffic design standards Index 546 for Sample Road.

<del>Building With Proposed Expansion</del> <b>EXISTING BUILDING</b>		
<b>Intensity</b>	<b>Rate<sup>1</sup></b>	<b>Trips PM Peak Hour</b>
48,613 sq. ft. automobile dealership	2.59 trips/1,000 sq.ft.	126

~~(1) Broward~~ Broward County Trip Rates By Land Use.

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Building With Proposed <u>Lincoln Building Expansion</u>		
Intensity	Rate<J	Trips PM Peak Hour
<u>74,415</u> sq. ft. automobile dealership	2.59 trips/1,000 sq.ft.	<u>193</u>

(1) Broward County Trip Rates By Land Use.

Change in PM Peak Hour Trips		
Current	Proposed	Net Change
<u>126</u>	<u>193</u>	<u>67</u>

Proposed use	Trips per day
New car sales 841	<u><del>383</del>700</u>
Auto care center 942	<u><del>841</del>587</u>
Total	<u><del>1541</del>970</u> trips

Per ITE 8<sup>th</sup> Edition.

B. Water and Wastewater Service

The existing water distribution system for the Property is designed in accordance with the Broward County Health Department and the City of Coconut Creek criteria. The system consists of a series of 8 inch lines which are looped on the thru the Subject Property. These water lines are located within 12' utility easements. The system connects to a ~~12-inch~~12-inch water main within the NW 54<sup>th</sup> Avenue.

The existing 8" water main will be relocated as part of the future building ~~expansion~~. The system is adequate to serve the proposed building expansion.

The Water and Sewer Utility are shown on the conceptual engineering plan for the proposed building expansion is provided in Exhibit E and is designed to the same standards as the existing system. The plan calls for the re-routing the existing 8" water main west of the proposed building to the West and provide new 12' utility easements for extending the water main to the new Lincoln building.

The wastewater collection and transmission system for the existing building is designed in accordance with the Broward County Environmental Protection Department and the City of Coconut Creek criteria. The existing wastewater system consists of 8-inch gravity mains connecting to an existing lift station off site.

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Prior to installation of any additional components of the wastewater system to serve the proposed ~~building expansion~~, sign-off from the Broward County Office of Environmental Services will be obtained for acceptance of the discharge to their treatment plant facility.

The anticipated water and wastewater generated by the project is shown below:

Existing Demand		
<u>Infiniti</u>	Rate	Projected Flow
48,613 sq. ft. automobile dealership	.185 gpd/sq. ft.	8,993 gpd

Source: City of Coconut Creek Comprehensive Plan (Last revised Aprnl2012)

Proposed <u>Additional</u> Demand		
<u>Use Lincoln</u>	Rate	Projected Flow
<del>2580246548,613</del>	.185 gpd/sq. ft.	<del>4,773+18,993</del> gpd

Source: City of Coconut Creek Comprehensive Plan

Total water and sewer demand for the Lincoln and Infiniti dealerships is 13,76604 GPD.  
A water/wastewater agreement will be executed and impact fees will be paid in full before the issuance of a building permit for the proposed addition.

C. Drainage

The Subject Property is located within the Cocomar Water Control District. The existing drainage system is part of the seminal casino drainage basin. All the drainage storage facilities are within the adjacent lakes. The existing permit allows for 10% building coverage. Since the proposed building ~~expansion~~ exceeds the 10% building area, additional drainage facilities are required to compensate for the loss of storage above 10%. ~~The proposed design removes existing parking on the North side of the site and converts it to dry detention areas to provide additional on site storage to compensate for the building addition.~~ The proposed design includes an additional exfiltration trench under the parking lot to compensate for the building addition drainage requirements. The Conceptual engineering Plan is provided in Exhibit E.

The Subject Property is located within flood zone X of the existing and proposed FEMA Flood Zone Maps. The proposed ~~phase 2 Lincoln dealership expansion~~ will maintain the current pre- treatment measures in place and the existing lake will not be impacted by this ~~additional phase 2 Lincoln dealership development expansion~~. Erosion control measures will be implemented to protect the water quality during construction.

Permit modifications will be required prior to construction of the proposed addition. All requirements of Broward County Environmental Protection and Growth Management (BCEPGMD) and Cocomar Water Control District including but not limited to permitting

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and licensing will be met for all surface water management improvement related to the proposed Lincoln dealership expansion.

Developer will adhere to the City of Coconut Creek's adopted Erosion and Sedimentation Control standards.

A pollution prevention plan will be provided with the final engineering submittal.

D. Solid Waste

The City contracts with Republic Services for solid waste collection and disposal services. Sun Bergeron is the City's recycling contractor. The maximum additional solid waste generated by the proposed building expansion is 255448 lbs./day. This number includes recyclable materials.

Solid Waste Generation Calculation		
Use	Rate	Projected Flow
Existing Infiniti Development 48,613 sq. ft. automobile dealership	1 lb./100 s.f./day	486 lbs/day
Proposed <u>Lincoln</u> Development <u>phph. 2</u> <del>25802465</del> 48,613 sq. ft. automobile dealership	1 lb/100 s.f./day	<del>2585486</del> 2585486 lbs/day
<u>NET CHANGE</u>		<u>TOTAL SITE</u> <del>+7441148</del> +7441148 lbs

IV. **Fiscal Impact Analysis**

One method of estimating tax revenue is to estimate the total improvement costs that would be added to the existing taxable value of the property. Using this method, the proposed dealership is estimated to add \$5 million to the current value of the Subject Property. The

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proposed dealership is anticipated to generate an additional tax revenue base and tax revenues to the City of Coconut Creek as identified below:

<b>Estimated Fiscal Impact</b>		
City Ad Valorem Tax Revenue from Existing Development		
	Land Value	\$
	Building Value	\$
	Total Value	\$
Ad Valorem Revenue	@ 20.5686 millage rate	\$ 187,404
Estimated City Ad Valorem Tax Revenue from Proposed Lincoln Proposed		
	Construction Costs	\$4,600,000
	Soft Costs	\$-
Total Estimated Costs	Estimated Costs	\$5,000,000
City Ad Valorem Tax Revenue	@ 20.5686 millage rate	\$-
		102,843,404,547

One method of estimating tax revenue is to estimate the total improvement costs that would be added to the existing taxable value of the property. Using this method, the proposed expansion is estimated to add \$2.20 million to the current value of the Subject Property. The proposed expansion is anticipated to generate an additional tax revenue base and tax revenues to the City of Coconut Creek as identified below:

<b>Estimated Fiscal Impact</b>		
City Ad Valorem Tax Revenue from Existing Development		
	Land Value	\$ 5,223,000
	Building Value	\$ 3,206,650
	Total Value	\$ 8,429,650
Ad Valorem Revenue		\$ 212,315.31
Estimated City Ad Valorem Tax Revenue from Proposed Expansion		
	Construction Costs	\$2,000,000
	Soft Costs	\$ 200,000
Total Estimated Costs		\$2,200,000
City Ad Valorem Tax Revenue Increase	@ 6.1370 millage rate	\$ 13,501.40

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**V. Utilities and Dedications**

A. Utilities

Compliance with Section 13-142 which requires utilities to be buried was addressed during the last site plan amendment. There are no overhead utilities proposed for this developmentexpansion. Any new utilities needed to serve the proposed buildingexpansion will be buried in compliance with Section 13-142 of the City Code of Ordinances.

B. Dedications

The applicant will dedicate utility easements for the relocated water main as necessary per the city of Coconut Creek requirements.

~~The applicant proposes a 12' wide sidewalk along Sample Road that will be within private property. A sidewalk easement will be dedicated to the public for pedestrian use. The existing 12' wide sidewalk along Sample road has a dedicated public access easement.~~

**VI. MainStreet Design Standards**

A. Streetscape Requirements

The subject property is adjacent to Sample Road. The site has existing landscaping along Sample road that is consistent with the adjacent properties and the MainStreet concept. A 12' wide Venetian Red color concrete meandering sidewalk ~~is proposed to replace the existing 5' concrete sidewalk within the subject property exists along the frontage on Sample Road.~~

An existing greenway is located on Sample Road adjacent to the Subject Property. The proposed building ~~expansion~~ will not impact this existing greenway.

B. Plaza and Open Space Requirement

As documented below, approximately 33% of the Subject Property is open space. Included in that number is ~~the~~new landscaping for ~~the~~a pedestrian greenway along Sample Road.

<u>Green areas</u>	<u>Infiniti site</u>	<u>Lincoln site</u>	<u>Total</u>	<u>Percentage</u>
<u>Green way trail</u>	<u>0.24</u>	<u>0</u>	<u>0.24</u>	<u>2.5</u>
<u>Landscape buffer</u>	<u>0.49</u>	<u>0.21</u>	<u>0.70</u>	<u>7.2</u>
<u>Pervious area</u>	<u>1.610</u>	<u>0.73</u>	<u>2.343</u>	<u>24.1</u>
<u>Total site green area:</u>	<u>2.343</u>	<u>0.94</u>	<u>3.28</u>	<u>33.8%</u>

Please see proposed cross section of Sample road Greenway with proposed 12' wide sidewalk as Exhibit FG. An existing plaza is located West of the property on the adjacent

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lake.

C. Building Design

1. **Use, Density and Height:**

The proposed phase 2 Lincoln dealership addition does not result in a change of use on the Subject Property.

The maximum floor area ratio (FAR) for a single use building in the MS-T District is .8 of the gross lot area. ~~The total building area with the proposed addition and including the parking structure~~ The existing phase 1 Infiniti dealership and phase II Lincoln dealership will be ~~48,613~~74,078 square feet resulting in a FAR of approximately ~~0.11~~0.176 which is less than the allowable maximum of 0.80.

<u>FAR</u>	<u>Existing Infiniti</u>	<u>Proposed Lincoln</u>
<u>Parcel size</u>	<u>6.72 ac</u>	<u>2.95 ac</u>
<u>Floor area</u>	<u>1.12 ac</u>	<del>0.53 ac</del> <u>0.53 ac</u>
<u>FAR</u>	<u>0.167</u>	<u>0.18</u>

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The allowable height in the MS-T district is 10 stories or 120 feet. The building height of the existing building is less than the allowable maximum and the proposed Lincoln building expansion is consistent with the existing building.

2. **Setbacks:**

The MS-T District requires a minimum setback of 28' from Frontage Streets Sample Road. The existing setbacks are 300' from Sample Road. These setbacks ~~shall be maintained with the proposed addition for the Infiniti Dealership.~~ The setback to the frontage road is 171' to the Lincoln Dealership. All other setbacks per MS-T District is a minimum of 5' to property lines.

<u>Setback table</u>	<u>Lincoln Dealership</u>	<u>Infiniti Dealership</u>
<u>North</u>	<u>328'</u>	<u>55'</u>
<u>South</u>	<u>171'</u>	<u>300'</u>
<u>East</u>	<u>337'</u>	<u>5'</u>
<u>West</u>	<u>44'</u>	<u>298'</u>

3. **Street Orientation and Location of Uses:**

The existing Infiniti dealership is orientated to face Sample Road. The proposed Lincoln dealership is consistent with the Infiniti building to face Sample road. The

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~~Lincoln dealership showroom is orientated towards Sample Road that features ample glass for views into the building and includes overhangs for protection from the elements and is appropriately scaled for pedestrians. The existing automobile dealership is not generally a pedestrian oriented use. However, the front of the existing building is oriented parallel toward Sample Road, the frontage street in the MS-T District. The majority of the front elevation is transparent which allows pedestrians and motorists to view vehicles in the showroom. The proposed addition is on the North elevation and will not impact the front elevation.~~

4. **Solar Orientation:**

~~The primary purpose of the building expansion is to expand the automobile repair section of the Dealership. This expansion will not allow for the existing building orientation to be changed. The phase I Infiniti dealership is an existing dealership and is not proposed of any expansion at this time. The proposed Lincoln dealership faces West Sample Road to the South. This customer facing façade features ample glass for natural daylighting, but also overhangs to mitigate solar heat gain.~~

5. **Shading:**

~~The proposed building is a standalone facility and does not impact the existing buildings. The building façade with overhangs at pedestrian connection and proposed shade trees provides adequate shading to the site. The existing property has mature trees and landscaping to provide shade to customers and pedestrians. The proposed building expansion does not impact customer service or ingress/egress areas used by customers. In addition, the building expansion is located on the North facade which does not receive the most intense solar impacts. Due to the use of the expansion area as automobile service it does not include windows. For these reasons, the proposed building facade replicates the existing facade in the area of the expansion and does not include significant shading elements.~~

~~The Applicant has agreed to reconstruct the sidewalk along Sample Road which has existing tree canopy and shading for pedestrian connectivity.~~

6. **Air Movement:**

~~The proposed addition will expand the envelope of the existing building to increase the size of the automobile service area. The existing phase I Infiniti dealership a Air movement patterns have been established by the existing building and will not be~~

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altered with this building expansion. The south façade of the proposed phase II Lincoln dealership features a breezeway on the southeast corner, which will promote air movement across the portion of the building where the main customer entrance is located. The showroom/ customer area of the building features ample doors and openings to promote air movement through the building during more mild months.

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7. **Materials and Exterior Finishes:**

Building materials and finishes used will be consistent with the Lincoln brand. used for this expansion will match those used for the existing building to maintain a cohesive building character. The primary façade of the proposed Lincoln dealership is appropriately scaled, features transparent glass (with solar control film as required per energy conservation code requirements), and 3 primary façade materials: wood-grain rain screen panels and 2 colors of metal ACM rain screen wall panels. All materials feature recycled content. These materials (and colors) exude a sense of groundedness and permanence, while also referencing classic and timeless mid-century design themes.

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The existing Infiniti dealership building consists of transparent glass with solar control film as required per energy conservation code requirements with metal and stucco finishes to be consistent with Infiniti dealerships branding. No changes to the Infiniti building materials and finishes are proposed under this amendment.

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8. **Fenestration:**

The existing phase 1 Infiniti dealership front facade of the building meets the fenestration requirements for commercial buildings. For example, the majority of the front elevation is comprised of windows and/or doorways that allow for display of inventory. The proposed existing building addition to the Infiniti dealership is on the North elevation and is not a pedestrian oriented use. The primary façade of the proposed Lincoln dealership is composed of a number of different materials, including approximately 65% transparent glass. The base of the glass on the primary façade is set 24" above grade. In keeping with the Lincoln global branding and design requirements, the primary customer entrance is not on the front/primary façade, but immediately adjacent. The entrance is well-defined and clearly announced through the architecture and signage.

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9. **Articulation:**

The main entrance to the Dealership faces Sample Road which is a main frontage street in the RAC. The front elevation provides architectural elements that provide visual interest. The proposed ~~Lincoln dealership expansion~~ does not detract from the architectural style created along the front elevation. ~~While the proposed Lincoln dealership may be considered a large building, the primary façade facing West Sample Road is scaled appropriately to pedestrians and very well-articulated.~~ well-articulated. The varying portions of the south façade are all less than 100 feet in length. The south façade is composed of a variety of volumes that are all well-defined through application of finish materials and relationship to one-another, featuring several changes of wall plane greater than 10 feet. The primary façade features several overhangs/awnings which are integrated into the architecture, help define the volumes of the dealership, promote shading, and mitigate solar heat gain.

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10. **Rooftops:**

Material that has a high reflection value will be utilized for ~~all the proposed~~ the roofs on the ~~building building expansion~~. The roof will be a white TPO membrane roofing material with an SRI of 94, which will minimize any additional heat-island effects on the site. Any mechanical equipment on the roof will be screened from public view.

11. **Signage:**

Proposed signage for the proposed Lincoln dealership is in keeping with Lincoln global branding and design requirements. Three signs are proposed on the building. Each sign features only one font type, height, and stroke. Two signs (SERVICE and LINCOLN) are hung from the roof overhang the projects from the primary façade (the bottom of the LINCOLN sign is above 10 feet from grade, and therefore does not obstruct transparent glass views and the calculated percentage of glass noted in the Fenestration section above). The third sign is wall-mounted (adjacent to the primary customer entrance) and appropriately sized for the architectural knee wall (“plinth”) on which it is installed. All wiring, raceways, and junction boxes shall be concealed from view. Signs will be internally illuminated, with soft/diffuse lenses so as not to produce glare or spill-over to adjacent properties.

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~~No new signage is proposed in conjunction with this building expansion.~~

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The PMDD provides no information for signage for the existing phase I Infiniti dealership. Sign criteria shall comply with City sign code requirements.

12. **Lighting:**

Lighting is an important component of the site design for an automobile dealership. Adequate lighting must be provided for security and to highlight inventory. The lighting on the Subject Property is designed to meet these objective while at the same time not have a negative impact on adjacent properties or the night sky. The minimum number of lighting fixtures is installed on the Subject Property to provide sufficient uniform lighting while minimizing the light spill over on adjacent property and lighting the night sky. The site will continue to utilize the existing lighting on the site. The new parking lot areas will use new lighting that meets city code requirements.

13. **Parking:**

The existing use requires a substantial parking area for inventory. There is sufficient parking on the Subject Property to meet the City's parking standards for the existing building and the proposed Lincoln building expansion. New building. New parking stalls are proposed as shown on the plan. All parking facility design shall comply with City Land Development Code and the American with Disabilities Act (ADA) for all disabled parking spaces.

The required parking ratios for the dealership uses are as follows:

Showroom: 1 space per 200 sq. ft.  
Office: 1 space per 200 sq. ft.  
Service: 1 space per 150 sq. ft.  
Parts: 1 space per 200 sq. ft.

<u>Parking</u>	<u>Lincoln Dealership</u>	<u>Infiniti Dealership</u>
<u>Showroom</u>	<u>5782</u>	<u>579</u>
<u>Auto repair</u>	<u>9659</u>	<u>2456</u>
<u>Total required</u>	<u>144153</u>	<u>3025</u>
<u>Total provided</u>	<u>144153</u>	<u>3055</u>

14. **Service Areas and Refuse:**

The dumpsters ~~are located in~~ are in the back of the property away from customers and out of site. The proposed dumpster enclosure for the new building expansion has side access to avoid use of the main swing doors to deposit trash or recycling materials.

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15. **Pedestrian Access/Connectivity:**

~~A meandering sidewalk currently exists along Sample Road with a connection to the Subject Property that aligns with the front door of the Dealership. The Applicant will construct a 12' meandering sidewalk along Sample Road and maintain pedestrian connectivity to the site and adjacent properties. A 5' wide sidewalk connecting Sample road to the dealership is proposed with a bike rack. An existing 12' meandering sidewalk shall be maintained along Sample Road. A 5' wide sidewalk connects the existing sidewalk on Sample Road to the Subject Property. A proposed pedestrian connection to the existing on-site sidewalk with bike racks shall be provided on phase 2 Lincoln dealership site.~~

D. Sustainable and Green Components

~~The proposed development is a limited expansion of the envelope of the automobile service area of the Dealership with a walkway to the existing building. The expansion is fully integrated with the existing structure and service area. Therefore, it is not practical to reconfigure or redesign the existing service area or entire building for this small addition to be LEED certified. However, the Applicant is incorporating green building elements described below. The design team for this building expansion consists of a LEED AP architect with experience in green building construction. Lincoln dealership will incorporate green components into the overall design and will obtain green certification from the appropriate certification agency. The design team has a LEED AP to guide the design of the site to meet the certification requirements. The existing phase 1 Infiniti dealership shall maintain green components as approved by the site plan for phase 1.~~

1. **Recycling and Waste Management:**

~~During construction, the contractor will segregate all waste generated and recycle appropriate materials. The Contractor will divert 75% of demolition debris and waste away from landfills. The Applicant will continue an onsite recycling program for paper, metal, tires and oil.~~

2. **Stormwater Management:**

The existing drainage system consists of a network of catch basins and pipes that route stormwater run-off to the existing off site lake. Exfiltration trenches will



INFINITI/LINCOLN OF COCONUT CREEK

provide additional pre-treatment plus the expansion of the on-site dry detention ~~completed in phase 1-areas~~ to improve the water quality prior to discharge into the lake.

Rainwater and stormwater is collected in the lake and then used to irrigate landscaped areas. This system water reuse provides the same effect as a cistern.

Erosion control measures will be implemented to protect the water quality during construction.

3. **Reduced Site Disturbance:**

The scope of the construction ~~proposed in this application is limited to a small percentage of the site. The decision to expand an existing building and utilize existing walls rather than building a new structure greatly reduces the potential site disturbance.~~ is proposed over the existing parking lot and maintains the perimeter buffers and green areas. Any soil that is disturbed during construction will be stockpiled and reused for any new landscape beds if the existing soils are suitable or amended for planting material.

4. **Alternative Transportation:**

County bus route 19 travels along Sample Road adjacent to the Subject Property. This route also ~~connect~~connects to route 34 which provide access to the Tri-Rail system. These routes provide employees with the opportunity to use mass transit for their travels to work. A bike rack has been added to the site with a 5' wide accessible route to the existing dealership.

5. **Light Pollution:**

Lighting design on the site must balance the need to illuminate inventory for security purposes and to promote interest in the Infiniti and Lincoln brands while also limiting the potential negative impacts of lighting. Lighting on the site uses the least ~~amount~~number of light fixtures needed to provide for appropriate illumination within the site and minimize glare, lighting the sky and spill over lighting on adjacent properties. The project is situated such that the required lighting changes will not adversely contribute to light pollution. Site lighting will be removed in the

project area, and new building wall lights are designed to minimize additional upward lighting. The new construction in the interior of the site will not affect perimeter lighting. The new parking lot area will use lighting to meet today's city

code including replacing any light fixtures used to illuminate the proposed parking area.

6. **Reduced Heat Islands:**

Material that has a high reflection value will be utilized for ~~the roof on the building all building roofs, expansion.~~ The roof will be a white TPO membrane roofing material with an SRI of 94, which will minimize any additional heat-island effects on the site. The existing site has mature canopy trees on it which already reduce the heat island effects normally found on new construction sites. These trees will remain on site to provide continuous shade in the parking lot.

The existing site landscape material will be evaluated to determine if any plant material originally installed during the initial construction of the dealership has died and replace it back to the original landscape plan specifications in areas outside of the new construction location. This will improve the tree canopy to reduce heat islands on the property.

As an alternative design, the required 10' landscape strip on the East side of the building is placed on the East side of the service bay with shade trees to provide additional canopy over the pavement. The 10' minimum requirement is widened to 12' wide to provide additional landscape area and reduced heat islands. The landscape strip on the South side (front of building) is 11.5' wide to provide additional building buffering along the front of the building.

7. **Water Conservation:**

~~The new car wash facility will recycle and re-use water. The car wash will use recycled water. The water.~~ The existing landscape irrigation system is fed from the lakes to act like a natural cistern and eliminates the use of potable water for irrigation purposes.

8. **Green Building Commitments:**

- (1) Low emitting materials will be used for ceiling and wall systems, paints and coating. Low-VOC paints and coatings and zero-formaldehyde wood products are specified for a healthier indoor environment. Windows with low-e glazing will reduce solar heat gain in the facility. The envelope will be insulated to meet Florida Energy Code standards. The HVAC system will be high-efficiency to conserve power use.
- (2) ~~The expansion will maintain all the existing structural elements of the existing building. The majority of the existing trees will remain on site. Proposed trees will provide canopy to reduce heat island effect.~~
- (3) Any building materials that originate within a 500-mile radius of the

INFINITI/LINCOLN OF COCONUT CREEK

Subject Property will be incorporated into the building design expansion.

- (4) Material that has a high reflection value will be utilized for the roof on the building ~~expansion~~. The roof will be a white TPO membrane roofing material with an SRI of 94, which will minimize any additional heat-island effects on the site.

E. Landscape Standards

The development landscape design and maintenance ~~is~~are per City code section 13-443 related to commercial development requirements. The site is located within the Mainstreet PMDD and meets the Mainstreet landscape design standards. The following items are alternative design standards from Code and/or Mainstreet design standards:

1. The 10-foot building landscape area is off-set from the building to allow for vehicular traffic against the building wall. This provides a landscape buffer shielding the cars in the service area from the outside area.
2. The access doors to the building areas include extended building and sidewalks for connection. This area will have landscaping around it compatible with the area and height.
3. The 10' minimum requirement is widened to 12' wide to provide additional landscape area and reduced heat islands on the East side of the service drive. The landscape strip on the South side (front of building) is 11.5' wide to provide additional building buffering along the front of the building.

~~(5)~~

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VII. **City Green Plan**

- A. **Action 1.1:** Achieve LEED Certification for all buildings in the MainStreet Project Area with at least 15% at Silver, Gold, or Platinum level.

~~The proposed scope of work includes an addition to the automotive service area of the existing dealership. The existing Infiniti building will remain as-is with no proposed improvements with phase two development. The proposed Lincoln building will obtain green certification from Florida Green Building Coalition an approved agency. It is not practical to reconfigure the existing facility to meet LEED standards. However, the Applicant is incorporating sustainable and energy efficient design elements into the facility.~~

- B. **Action 1.6:** Ensure 100% of new development projects throughout the City contain

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conspicuous displays of green technology that function.

Parking spaces will be reserved for alternative fuel vehicles and electric vehicle charging stations will be provided. A bio swale ~~is proposed exists~~ within the new car parking lot next to the vehicles for sale that is easily visible to customers looks and vehicles in stock, plus the pedestrian sidewalk is next to the bio swale. An existing pedestrian bridge spans over the swale with educational ~~plaques describing~~ plaques describing the environmental benefits of the bio swale and some of the plant materials.

- C. **Action 2.1:** Achieve 40% tree canopy coverage throughout the City with maximum tree coverage on public and private land by 2020.

The existing site has mature canopy trees already in place. The proposed Lincoln Dealership development ~~does not have any material effects on the existing landscaping since the proposed building is replacing the existing parking lot area will replace the canopy removed from the building addition on site.~~ Additional trees are planted in the proposed landscape islands to improve tree canopy within the site. Any previously existing trees that have died since the dealership was constructed as shown on the original landscape plan will be planted with this building ~~development expansion.~~

- D. **Action 2.2:** Achieve 40% green roof coverage for new construction in MainStreet Project Area and 10% green roof coverage for new construction for areas outside of MainStreet.

Material that has a high reflection value will be utilized ~~for the roofs on the subject property the roof on the building expansion.~~ The roof will be a white TPO membrane roofing material with an SRI of 94, which will minimize any additional heat-island effects on the site.

- E. **Action 3.1:** Achieve a minimum of 40% of energy use for the MainStreet Project Area from renewable energy sources by 2020 or by completion of development in MainStreet.

Electric vehicle charging stations in the new shop and ~~an~~ electric charging station has been proposed in the customer parking lot in front of the sales building for alternative fuel vehicles will be provided to help to support the use of alternative fuel vehicles.

- F. **Action 4.1:** Ensure 100% of irrigation in the MainStreet Project Area is from on-site water collection or, if possible reclaimed water. The offsite lake is used for irrigation.

- G. **Action 5.1:** Increase recycling throughout the City by 25% by 2017 and 50% by 2020.

During construction, the General Contractor will segregate all construction waste generated, and recycle the appropriate materials. After occupancy, the Applicant will continue recycling of paper, metal, tires and oil. The Applicant will continue to implement a recycling program in the day to day operation of the dealership and during construction.

INFINITI/LINCOLN OF COCONUT CREEK

- H. **Action 5.3:** Require all construction and demolition debris to divert 75% of waste from landfills.

During construction, the General Contractor will segregate all construction waste generated, and recycle the appropriate materials. The solid waste hauler will provide recycling service during construction. 75% of the demolition and debris will be diverted away from the landfill.

- I. **Action 6.2:** Improve mobility throughout the City by increasing the number of bus shelters, bicycle parking, bicycle lanes, greenway trails, and local bus shuttle service.

There are four bus stops within 4 mile of the showroom main entrance. Also, a greenway trail will be provided along Sample Road to promote pedestrian and bicycle travel. The sidewalk along Sample Road ~~is has been increase to~~ 12' wide. A bike rack is proposed as part of the site improvements to promote bicycle mobility.

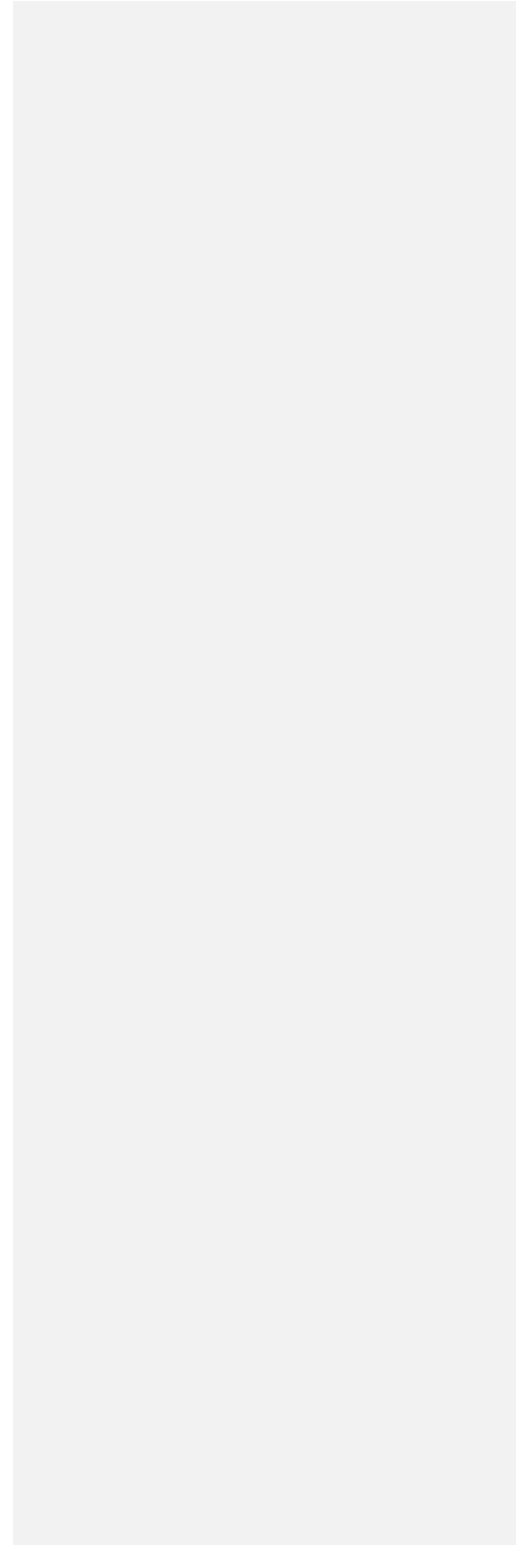
- J. **Action 6.4:** Implement an alternative vehicle parking program to designated parking areas for alternative vehicles in developments throughout the City by 2020.

Two parking spaces will be designated and reserved for alternative fuel vehicles. Site has one existing alternative fuel station active at this time. EV charging stations are proposed at the Lincoln guest parking area.

INFINITI/LINCOLN OF COCONUT CREEK

**VIII. Unified Control Agreement**

~~The Developer will record~~ See attached a Unified Control Agreement similar to that provided as Exhibit H, ~~and subject to approval by the City Attorney.~~



**IX. Alternate Solutions**

**Exhibit G**

MAINSTREET DESIGN STANDARDS	PMDD <del>MS-T</del>	JUSTIFICATION
LAND DEDICATION	NA	LAND HAS BEEN DEDICATED BY PLAT
EXISTING WETLANDS	NA	NO ON SITE WETLANDS
GREEN SPACE	<del>10% MEETS REQUIREMENTS</del>	<del>PER CODE REQUIREMENT</del>
<del>WATER</del> WATER FEATURES	<del>LAKES MEETS REQUIREMENTS</del>	ADJACENT LAKES
STREET GRID	<del>STREET CONNECTIVITY PER STANDARDS MEETS REQUIREMENTS</del>	<del>MEETS CODE REQUIREMENTS.</del>
DEVELOPMENT BLOCKS	MS-T SUBDISTRICT <del>MIN. 4 ACRES</del>	EXISTING DEVELOPMENT SITE <del>9.67 ACRES</del>
UTILITIES	<del>UTILITIES TO BE UNDERGROUND MEETS REQUIREMENTS</del>	ALL UTILITIES ARE UNDERGROUND
STREETScape REQUIRMENTS	<del>PUBLIC ROADWAYS PER PMDD REQUIREMENTS ALTERNATE</del>	EXISTING <del>PUBLIC ROAD ENTRANCE</del> NOT EFFECTED BY PROPOSED BUILDING ADDITION
BUILDING LANDSCAPING	10' MINIMUM AROUND BUILDING	<del>ALLOW 10' LANDSCAPE TO BE OFFSET FROM LINCOLN BUILDING TO ALLOW SERVICE ROAD ADJACENT TO BUILDING. LANDSCAPE STRIP ON EAST SIDE OF SERVICE ROAD. ACCESS DOORS HAVE EXTENDED OVERHANG THAT ENCROACH INTO LANDSCAPE AREA BUT DOES NOT IMPACT LANDSCAPE MATERIALS.</del>
STREET SIGNAGE	EXISTING SIGNS TO REMAIN <del>PLUS NEW LINCOLN DEALERSHIP SIGN ON FRONTAGE ROAD.</del>	<del>ADDITIONAL DIRECTIONAL SIGNS TO BE PROVIDED. NEW LINCOLN DEALERSHIP SIGN AT NEW ENTRANCE.</del>
SAMPLE ROAD GREENWAY	EXISTING GREENWAY	PROPOSED DEVELOPMENT WILL NOT EFFECT SAMPLE ROAD <del>PROPOSED ALTERNATE TO INSTALL 12' WIDE BRICK PAVER SIDEWALK AND SOLAR PEDESTRIAN LIGHTING</del>
PLAZA REQUIREMENTS	<del>PROVIDE PUBLIC PLAZAS AND OPEN</del>	ADJACENT LAKE HAS PLAZA AREA WHICH IS

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INFINITI/LINCOLN OF COCONUT CREEK

	<del>SPACE WITHIN MAIN STREET PMDD ALTERNATIVE DESIGN- PROPOSED</del>	ACCESSED THRU <del>EXISTING PROPOSED</del> 12' SIDEWALK WIDENING.
OPEN SPACE REQUIREMENTS	MEETS REQUIREMENTS	MEETS CODE REQUIREMENTS
BUILDING DESIGN BASED UPON MS-T REQUIREMENTS	<del>FAR 0.80 BUILDING HEIGHT 10 STORIES MAX ALTERNATIVE DESIGN- PROPOSED</del>	<del>MEETS CODE REQUIREMENTS PROPOSED- BUILDING ADDITION IS NOT ADJACENT TO ROADWAY-</del>
SETBACKS	<del>MINIMUM 28' FROM SAMPLE ROAD ALTERNATIVE DESIGN- PROPOSED</del>	EXISTING BUILDING TO REMAIN AND PROPOSED BUILDING IS BEHIND EXISTING BUILDING <del>MEETS CODE REQUIREMENT-</del>
STREET ORIENTATION	<del>75% COMMERCIAL FRONTING PUBLIC STREET MEETS- REQUIREMENTS</del>	<del>PROPERTY LOCATED ON FRONTAGE ROAD. EXISTING BUILDINGS TO REMAIN AND PROPOSED LINCOLN BUILDING IS NOT ADJACENT TO PUBLIC STREET SIDEWALKS.</del>
LOCATION OF USES	<del>BUILDING LOCATION BASED UPON STREET TYPE ALTERNATIVE DESIGN</del>	EXISTING BUILDING TO REMAIN AND LINCOLN BUILDING TO MEET MINIMUM SETBACKS. <del>WITH ONLY BUILDING- ADDITION PROPOSED</del>
SOLAR ORIENTATION	<del>DESIGN BUILDING TO TAKE ADVANTAGE OF NORTHERN EXPOSURE ALTERNATIVE DESIGN</del>	EXISTING BUILDING ORIENTATION TO REMAIN. <del>PROPOSED LINCOLN FACES SOUTH TOWARDS SAMPLE ROAD.</del>
SHADING	<del>PROVIDE OVERHANGS OR AWNINGS ON BUILDINGS TO SHADE WINDOW EXISTING- CONDITIONS TO REMAIN.</del>	<del>LINCOLN AND INFINITI BUILDINGS- DESIGNED TO FRANCHISE STANDARDS- LINCOLN BUILDING MEETS REQUIREMENTS</del>
AIR MOVEMENT	<del>DESIGN BUILDING TO ALLOW FOR NATURAL AIR FLOW THRU COURTYARDS ALTERNATIVE DESIGN</del>	EXISTING BUILDING DIRECTS AIR THRU MAINTENANCE AREA. <del>PROPOSED LINCOLN ALLOWS FOR AIR FLOW FROM WEST TO EAST THRU MAINTENANCE/ SERVICE DEPT AREA.</del>
MATERIALS	<del>ALTERNATIVE DESIGN USE TWO DIFFERENT MATERIALS ON FACADE</del>	<del>MATERIALS WILL BE CONSISTENT WITH EXISTING BUILDING MEETS CRITERIA</del>
FENESTRATION	<del>COMMERCIAL BUILDINGS SHALL HAVE GLASS AND DOORS ALONG FRONT OF BUILDING</del>	<del>THE SAMPLE ROAD ELEVATION IS EXISTING- WITH TRANSPARENT WINDOWS MEETS CRITERIA</del>
ARTICULATION	<del>PROVIDE BUILDING ARTICULATION AND CHANGES TO FACADE</del>	<del>THE PROPOSED BUILDING WILL BE CONSISTENT WITH THE EXISTING BUILDING FINISHES TO PROVIDE CONSISTENT ELEVATIONS- MEETS CRITERIA WITH MULTIPLE BUILDINGS WITH DIFFERENT FACADES.</del>
ROOF TOPS	<del>USE LIGHT COLORED/ HIGH ALBEDO MATERIALS ALTERNATIVE DESIGN</del>	<del>WHITE ROOF TOP REFLECTIVITY- PROPOSED MEETS CRITERIA</del>
SIGNAGE	<del>NOT APPLICABLE PER PMDD CRITERIA</del>	<del>EXISTING SIGNAGE TO REMAIN MEETS CRITERIA</del>
LIGHTING	<del>MEETS REQUIREMENTS PROVIDE ON SITE PEDESTRIAN AND PARKING LOT LIGHTING.</del>	EXISTING LIGHTING WILL BE UTILIZED ON THE SITE. NEW LIGHTING TO MEET CITY CODE REQUIREMENTS.
PARKING ELEMENTS	<del>PROVIDE PARKING PER CODE MEETS CRITERIA</del>	<del>EXISTING PARKING LOT TO REMAIN PARKING MEETS CODE REQUIREMENTS.</del>
LEED CERTIFIED	<del>OBTAIN LEED CERTIFICATION ALTERNATE DESIGN</del>	<del>SINCE PROPOSED BUILDING IS FOR VEHICULAR SERVICE ONLY, IT IS NOT FEASIBLE TO BRING ENTIRE SITE UP TO LEED STANDARDS. PROPOSED BUILDING IS DESIGNED WITH LEED COMPONENTS AS MUCH AS POSSIBLE. APPLY FOR ALTERNATIVE GREEN CERTIFICATION (FGBC) FOR LINCOLN BUILDING ONLY.</del>
EDUCATION CAMPAIGN	<del>PROVIDE GREEN ELEMENT EDUCATIONAL INFORMATION INCORPORATED</del>	SIGNS FOR BIO SWALE
RECYCLING	<del>INCORPORATED PROVIDE ON SITE</del>	RECYCLING PROVIDED ON SITE.



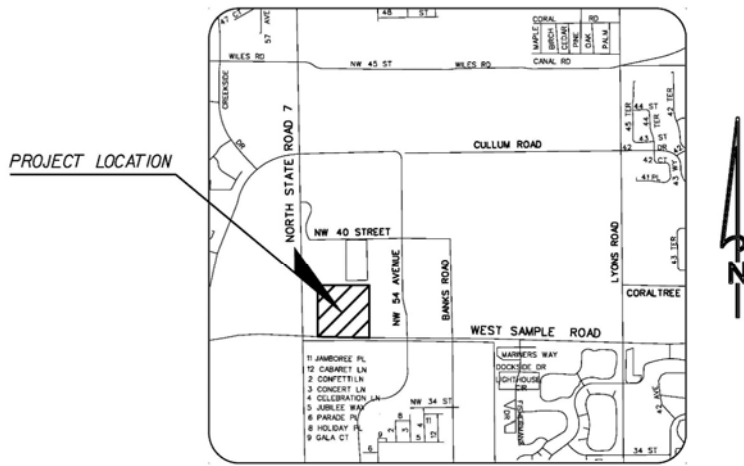
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STORMWATER MANAGEMENT	<del>RECYCLING PROGRAM PROVIDE STORMWATER MANAGEMENT FOR SITE DRAINAGE MEETS CRITERIA</del>	EXISTING DRAINAGE SYSTEM UTILIZING EXISTING LAKES
REDUCED SITE DISTURBANCE	<del>COMPLY WITH LEED SUSTAINABLE SITE CREDIT 5 ALTERNATE DESIGN</del>	PROPOSAL FOR BUILDING <del>ADDITION ADDITION EXPANSION</del> OVER EXISTING PARKING LOT. GREEN ELEMENTS ARE INCLUDED.
ALTERNATIVE TRANSPORTATION	<del>PROVIDE PEDESTRIAN AND BICYCLE TRANSPORTATION ALTERNATIVE- DESIGN</del>	PEDESTRIAN ACCESS AND BIKE RACK <u>TO</u> <u>BUILDINGS</u>
LIGHT POLLUTION	<del>LIGHTS FACE DOWNWARD AND AVOID HIGH SKY POLLUTION ALTERNATIVE DESIGN</del>	<del>EXISTING LIGHT POLES TO REMAIN NEW LIGHT POLES MEETS CODE REQUIREMENTS MEETS CRITERIA</del>
REDUCE HEAT ISLANDS	<del>PROVIDE GREEN ROOFS, PERVIOUS PAVEMENT OR PARKING GARAGES MEETS CRITERIA</del>	<del>EXISTING MATURE LANDSCAPING TO CONTINUE TO SHADE PARKING LOT. ALTERNATIVE DESIGN USES LIGHT COLORED ROOFS AND MATURE TREES TO SHADE PARKING LOT.</del>
WATER CONSERVATION	<del>DESIGN TO MEET LEED WATER EFFICIENCY CREDIT 1 ALTERNATIVE- DESIGN</del>	<del>CAR WASH USES RECYCLED WATER MEETS CRITERIA</del>
ENERGY EFFICIENCY	<del>EXCEED BUILDING CODE EFFICIENCY BY 10% ALTERNATIVE- DESIGN</del>	<del>PROPOSED BUILDING WILL UTILIZE ENERGY- EFFICIENT MATERIALS MEETS CRITERIA</del>
INDOOR AIR QUALITY	<del>ALTERNATIVE DESIGN USE LOW VOC MATERIALS, NO SMOKING, ISOLATE JANITOR ROOMS, PERMANENT TEMPERATURE AND HUMIDITY SENSORS</del>	<del>BUILDING EXPANSION FOR AUTOMOVE- SERVICE USES NATURAL AIR CIRCULATION AND VENTILATION. LINCOLN BUILDING DESIGN TO MEET STANDARD. VEHICLES WILL BE INSIDE OF BUILDING WITH MONITORED CO2 SENSORS.</del>

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EXHIBIT A

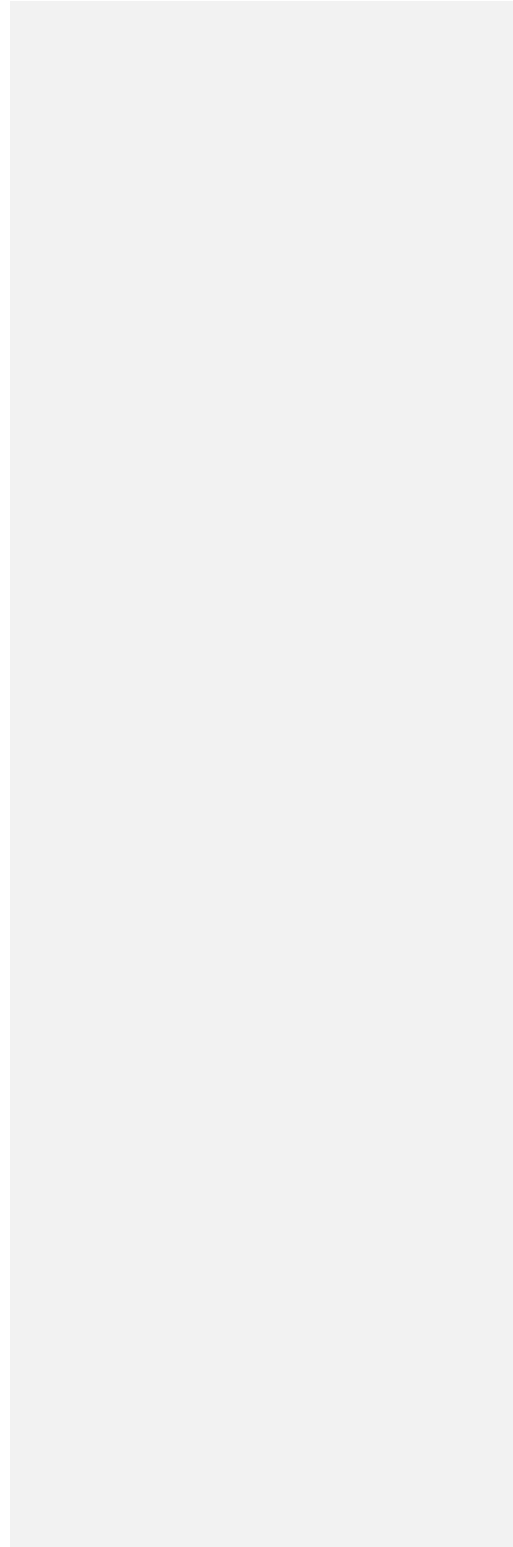


LOCATION MAP

SECTION 18 / TOWNSHIP 48 S / RANGE 42 E

| INFINITI/LINCOLN OF COCONUT CREEK

**EXHIBIT B**  
**PLAT**



| INFINITI/LINCOLN OF COCONUT CREEK

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EXHIBIT C  
SITE PLAN

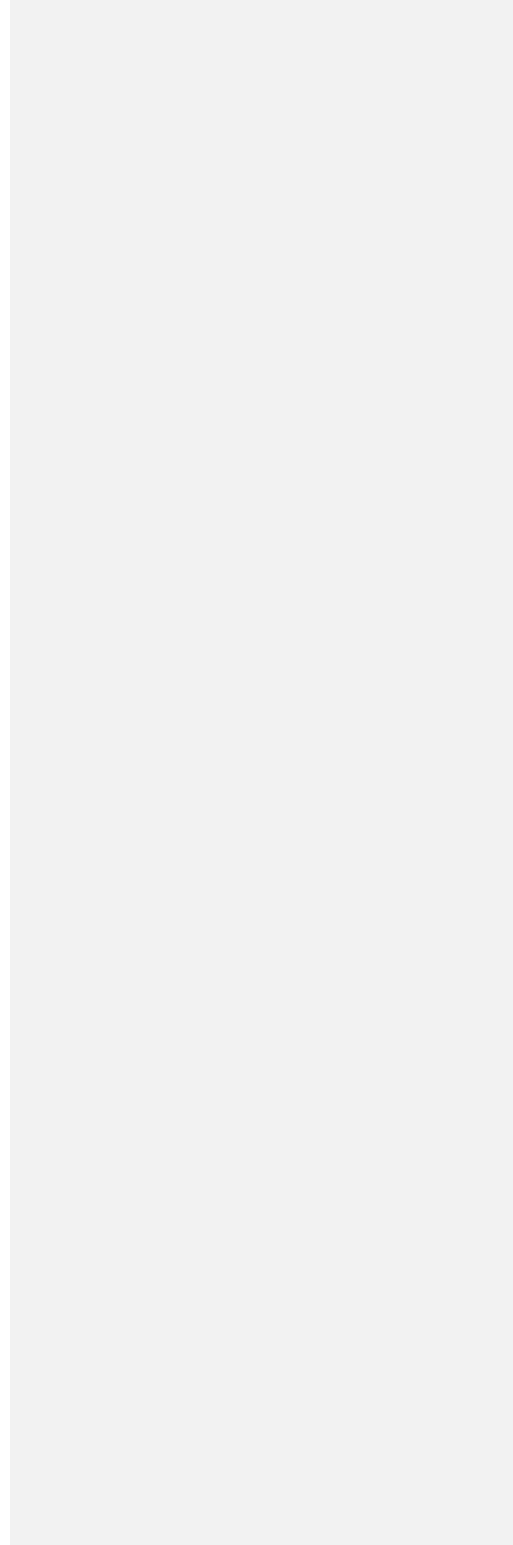
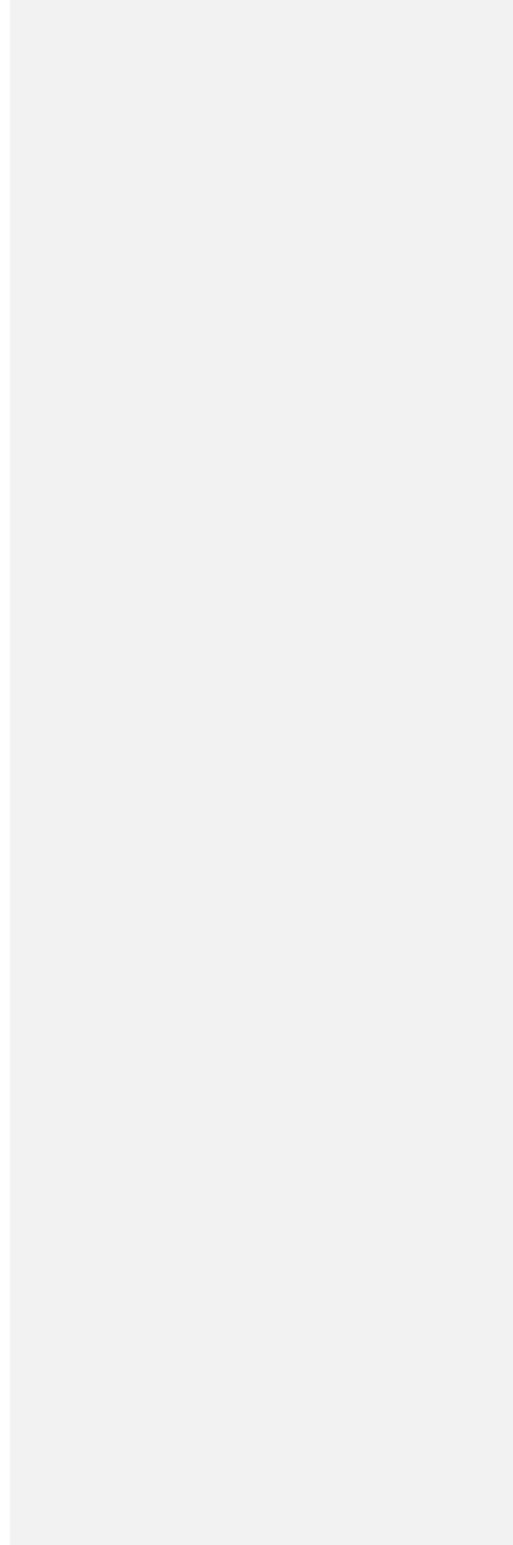
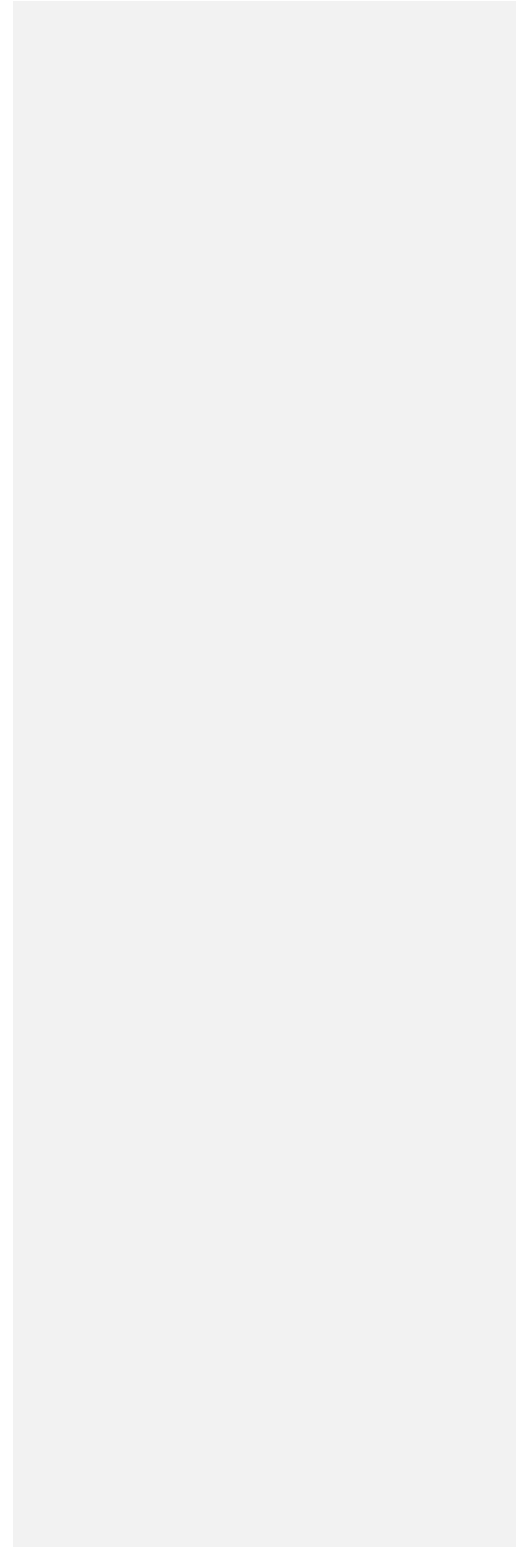


EXHIBIT D  
PHAING PLAN



| INFINITI/LINCOLN OF COCONUT CREEK

EXHIBIT E  
CONCEPTUAL ENGINEERING PLAN



| INFINITI/LINCOLN OF COCONUT CREEK

EXHIBIT F  
PEDESTRIAN GREEN WAY – SAMPLE ROAD

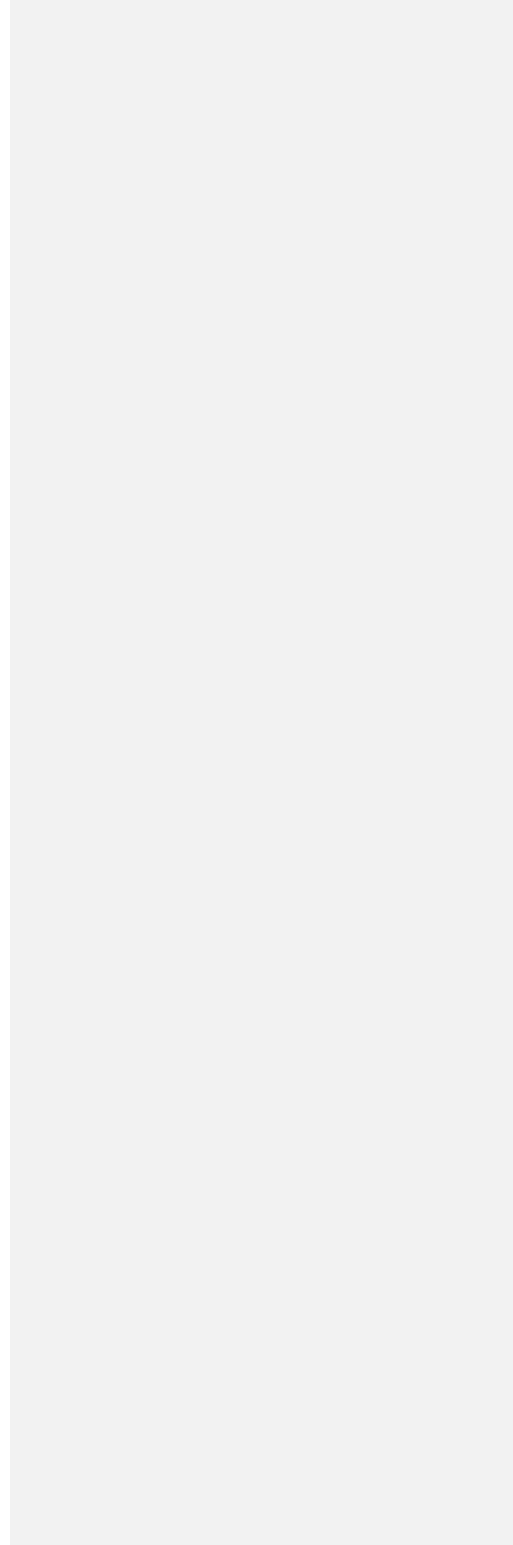


EXHIBIT H

**UNIFIED CONTROL AGREEMENT**

THIS UNIFIED CONTROL AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by TT of Sample Management Services, Inc., a Florida, having an address of 505 S Flagler Dr., Suite 700, West Palm Beach, FL ~~33401~~ 33401 ("TT of Sample").

WITNESSED:

WHEREAS, TT of Sample is owner of certain property located on the east side of State Road 7 in the City of Coconut Creek ("City"), according to the legal description attached hereto as Exhibit "A" ("Property"); and

WHEREAS, TT of Sample has ~~submitted an application~~ applied to rezone the Property from Planned Commerce District ("PCD") to Planned MainStreet Development District ("PMDD"); and

WHEREAS, the City has requested the execution of an acknowledgment by TT of Sample to evidence that TT of Sample and its successors in title to the Property are required to abide by all applicable terms and conditions of the PMDD rezoning ordinance approved



INFINITI/LINCOLN OF COCONUT CREEK

by the City Commission, including but not limited to Section 13-348(b)(6), entitled "Unified Control," and Section 13-348(e), entitled "Maintenance of Common Open Space," as same may hereafter be amended, of the City Code of Ordinances; and

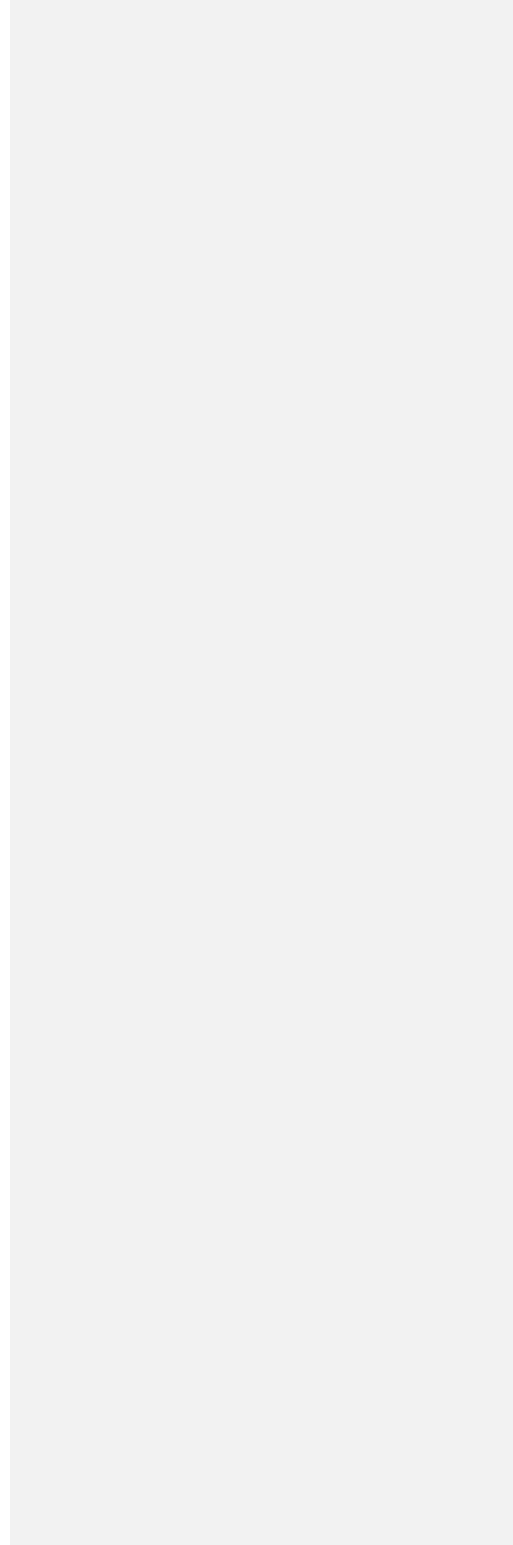
WHEREAS, TT of Sample, for itself and its successors in title to the Property, desires to accede to the City's request.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitations are correct and are incorporated herein by this reference.
2. TT of Sample acknowledges that TT of Sample, its successors or assigns are required to abide by all provisions of the PMDD rezoning ordinance approved for the Property, including, but not ~~limited to~~ limited to, Section 13-348(b)(6), entitled "Unified Control," and Section 13-348(e), entitled "Maintenance of Common Open Space," of the City Code of Ordinances.
3. TT of Sample binds itself and successors in title to comply with the provisions of Ordinance No. \_\_\_\_\_ (rezoning ordinance), as the same may be amended from time to time; until said Property is no longer zoned PMDD pursuant to the terms and conditions contained in Section 4 below.
4. At such time as the owners of the Property or any portion thereof request a rezoning from PMDD to any other zoning designation, this Acknowledgment shall automatically terminate and become void and of no effect to the Property or any portion thereof rezoned from PMDD to such other zoning designation.

| INFINITI/LINCOLN OF COCONUT CREEK

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IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment as of the day and year set forth below their respective signatures.

WITNESSES:

TT of Sample Inc.,  
a Florida corporation

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

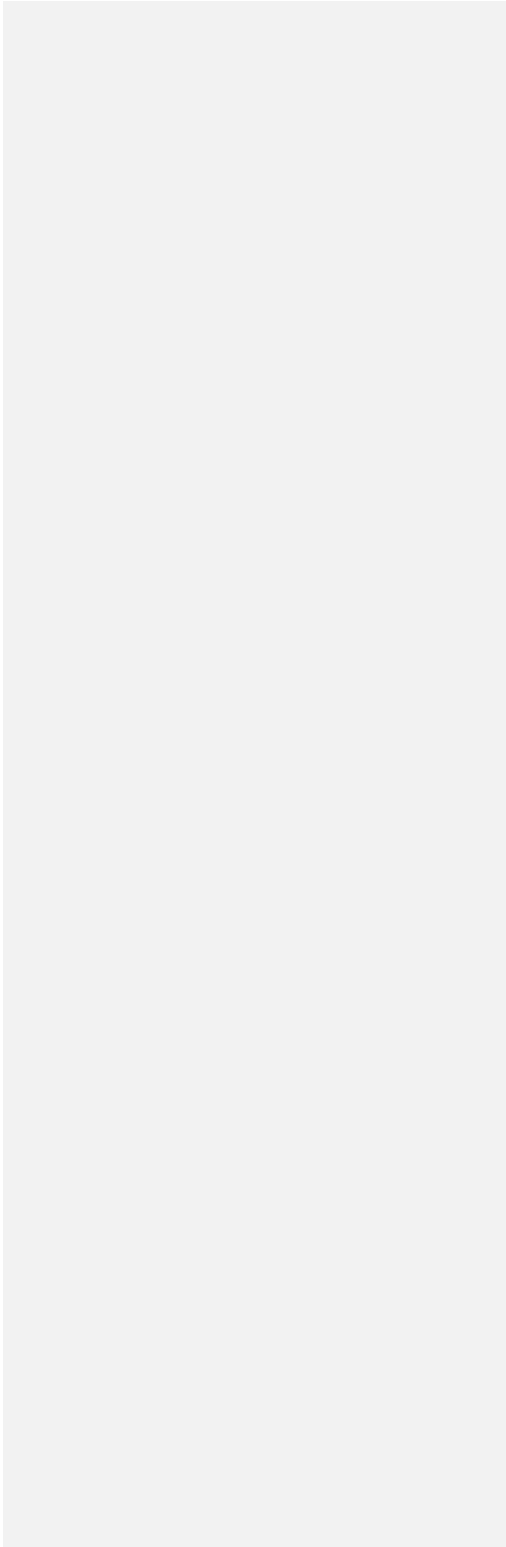
Title: \_\_\_\_\_

STATE OF FLORIDA →  
                                  )SS)SS:  
COUNTY OF ~~BROWARD~~ BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of TT of Sample, Inc., a Florida corporation, freely and voluntarily on behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_





# COMMERCE CENTER OF COCONUT CREEK

BEING A REPLAT OF PORTIONS OF PALM BEACH FARMS COMPANY PLAT 193 " IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48S, RANGE 42E, (P.B. 2, PAGES 45-54, PALM BEACH COUNTY, FLORIDA) LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

PREPARED BY:  
**SCHWEBER-SHISKIN & ASSOCIATES, INC.**  
LAND SURVEYORS ENGINEERS ARCHITECTS LAND PLANNERS SOILS  
18600 NORTHWEST SECOND AVENUE MIAMI, FLORIDA 33169  
ORDER NO. 154870 FEBRUARY 1987

**MORTGAGE:**  
KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES T. CHEWRE AND AUGUST W. CHEWRE, AS TRUSTEES, THE OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED DECEMBER 31, 1985 IN OFFICIAL RECORDS BOOK 15024, AT PAGE 428 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE ABOVE DEDICATIONS.  
**IN WITNESS WHEREOF:** I, HAVE HEREUNTO SET MY HAND AND SEAL, THIS 20<sup>th</sup> DAY OF MARCH, A.D. 1987.  
WITNESS: *[Signature]*  
WITNESS: *[Signature]*  
BY: *Charles T. Chewre* AS TRUSTEE  
CHARLES T. CHEWRE, AS TRUSTEE

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, CHARLES T. CHEWRE AND AUGUST W. CHEWRE, AS CO-TRUSTEES, AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE ASSUMPTION THEREIN TO BE: HIS, RESPECT AND CONSENT FOR THE USES AND PURPOSES THEREIN DESCRIBED.  
**WITNESS:** MY SIGNATURE AND OFFICIAL SEAL, THIS 20<sup>th</sup> DAY OF MARCH, A.D. 1987.  
MY COMMISSION EXPIRES: AUGUST 24, 1990.  
*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE  
(ACKNOWLEDGMENT FOR G.G. DECREASE AT THE RIGHT)

**MORTGAGE:**  
KNOW ALL MEN BY THESE PRESENTS: THAT AUGUST W. CHEWRE AND WOODROW W. CHEWRE, AS CO-TRUSTEES, THE OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED DECEMBER 31, 1985 IN OFFICIAL RECORDS BOOK 15024, AT PAGE 428 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE ABOVE DEDICATIONS.  
**IN WITNESS WHEREOF:** I, HAVE HEREUNTO SET OUR HANDS AND SEALS, THIS 18<sup>th</sup> DAY OF MARCH, A.D. 1987.  
WITNESS: *[Signature]*  
WITNESS: *[Signature]*  
BY: *August W. Chewre* AS CO-TRUSTEE AND SETBACK  
AUGUST W. CHEWRE, AS CO-TRUSTEE AND SETBACK  
WITNESS: *[Signature]*  
WOODROW W. CHEWRE, AS CO-TRUSTEE AND SETBACK  
WOODROW W. CHEWRE, AS CO-TRUSTEE AND SETBACK

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, AUGUST W. CHEWRE, AS CO-TRUSTEE AND SETBACK, AND WOODROW W. CHEWRE, AS CO-TRUSTEE, TO ME WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED, AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE ASSUMPTION THEREIN TO BE THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN DESCRIBED.  
**WITNESS:** MY SIGNATURE AND OFFICIAL SEAL, THIS 18<sup>th</sup> DAY OF MARCH, A.D. 1987.  
MY COMMISSION EXPIRES: AUGUST 24, 1990.  
*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

**SURVEYOR'S CERTIFICATE:**  
WE HEREBY CERTIFY: THAT THE ATTACHED PLAT OF "COMMERCE CENTER OF COCONUT CREEK" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER OUR RESPECTABLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN THEREON COMPLY WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THE REGULATORY REQUIREMENTS OF THE NATIONAL BOARD OF SURVEYING AND MAPPING, INC. (NBSM), INC. AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS). THE SURVEY DATA SHOWN ON THIS PLAT IS THE RESULT OF A SURVEY FOR THIRD ORDER CONTROL STATION, PERMANENT CONTROL POINTS (PCP), WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE SUBSTITUTION OF THE PLAT OR OTHER SURVEY INSURING CONTRIBUTION OF THE REQUIRED SUBMITTAL IMPROVEMENTS. THE NECESSARY SURVEYING ADJUSTMENTS (SMA'S) WERE SET IN ACCORDANCE WITH SECTION 177.051 OF SAID CHAPTER 177 ON THIS 3<sup>rd</sup> DAY OF MARCH, 1987.  
DATE: MARCH 3, 1987  
BY: *[Signature]* SECRETARY-TREASURER  
JAMES W. SHUBIN  
PROFESSOR OF SURVEYING AT THE STATE OF FLORIDA

**SCHWEBER-SHISKIN & ASSOCIATES, INC.**  
BY: *[Signature]* SECRETARY-TREASURER  
JAMES W. SHUBIN  
PROFESSOR OF SURVEYING AT THE STATE OF FLORIDA

**APPROVALS:**  
CITY OF COCONUT CREEK PLANNING AND ZONING BOARD:  
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF COCONUT CREEK, FLORIDA, THIS 21<sup>st</sup> DAY OF MARCH, A.D. 1987.  
BY: *[Signature]* CHAIRMAN

**CITY COUNCIL:**  
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF COCONUT CREEK BY RESOLUTION ADOPTED THIS 21<sup>st</sup> DAY OF MARCH, A.D. 1987.  
PURSUANT TO ORDINANCE NO. 127-87  
BY: *[Signature]* CITY CLERK

**CITY ENGINEER:**  
THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 21<sup>st</sup> DAY OF MARCH, A.D. 1987.  
BY: *[Signature]* CITY ENGINEER  
FORUM P.C. REG. #73497

**BROWARD COUNTY PLANNING COUNCIL:**  
THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH RESPECT TO DEDICATION OF RIGHTS OF-WAY FOR TRANSPORTS BY RESOLUTION ADOPTED THIS 21<sup>st</sup> DAY OF FEBRUARY, A.D. 1987.  
BY: *[Signature]*

**BROWARD COUNTY ENGINEERING DIVISION:**  
THIS PLAT WAS APPROVED AND ACCEPTED FOR RECORD.  
BY: *[Signature]* COUNTY SUPERVISOR  
ROBERT L. THOMPSON  
PLANNING DIVISION STATE OF FLORIDA  
DATE: 2-22-87

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:**  
THIS IS TO CERTIFY THAT THIS PLAT COMPLES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 5<sup>th</sup> DAY OF MARCH, A.D. 1987.  
ATTEST: L.A. HESTER, COUNTY ADMINISTRATOR  
BY: *[Signature]* COUNTY COMMISSIONER  
COUNTY COMMISSIONER

**BROWARD COUNTY OFFICE OF PLANNING:**  
THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.  
DATE: 2-21-87  
BY: *[Signature]* DIRECTOR  
L. A. HESTER, DIRECTOR

**IN WITNESS WHEREOF:** I, HAVE HEREUNTO SET MY HAND AND SEAL, THIS 20<sup>th</sup> DAY OF MARCH, A.D. 1987.  
WITNESS: *[Signature]*  
WITNESS: *[Signature]* AS TRUSTEE  
G. O. BRICKER

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA SS I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, G. O. BRICKER, AS TRUSTEE, TO ME WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED, AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE ASSUMPTION THEREIN TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN DESCRIBED.  
**WITNESS:** MY SIGNATURE AND OFFICIAL SEAL, THIS 20<sup>th</sup> DAY OF MARCH, A.D. 1987.  
MY COMMISSION EXPIRES: AUGUST 24, 1990.  
*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

# COMMERCE CENTER OF COCONUT CREEK

BEING A REPLAT OF PORTIONS OF "PALM BEACH FARMS COMPANY PLAT NO. 3" IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 S., RANGE 42 E. (P.B. 2, PGS. 45-54, PALM BEACH COUNTY, FLORIDA) LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

PREPARED BY:  
**SCHWABE-SHISKIN & ASSOCIATES, INC.**  
LAND SURVEYORS, ENGINEERS, ARCHITECTS AND PLANNERS  
1880 NORTHWEST SECOND AVENUE, MIAMI, FLORIDA 33135  
ORDER NO. 54276 FEBRUARY, 1987

### MORTGAGE:

KNOW ALL MEN BY THESE PRESENTS: THAT ULLRICH D. SCHULZE, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED DECEMBER 4, 1986, IN OFFICIAL RECORDS BOOK 1595C AT PAGE 558 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CERTIFY TO THIS PLAT AND JOINS IN THE ABOVE DEDICATIONS.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL, THIS 7th DAY OF April, A.D. 1987.

WITNESSES: Harold J. Soto  
BY: Ulrich D. Schulze SEAL.  
ULLRICH D. SCHULZE

### ACKNOWLEDGMENT:

FEDERAL REPUBLIC OF GERMANY Ulrich D. Schulze U.N. 570/4387 W

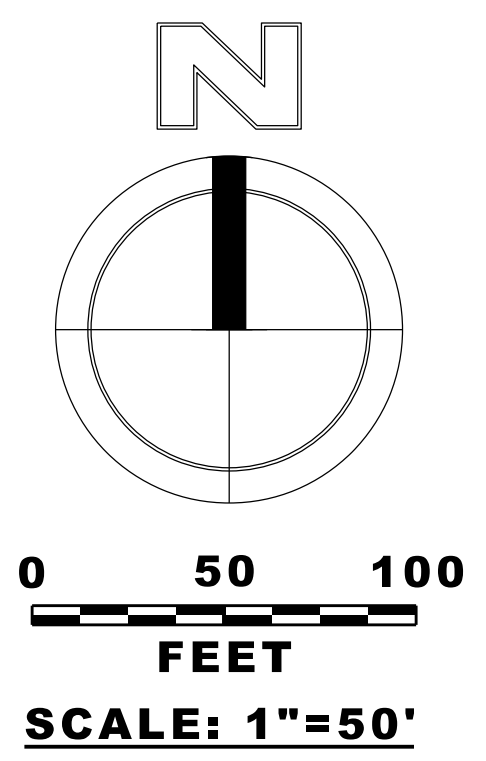
PERSONALLY APPEARED BEFORE ME AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, ULLRICH D. SCHULZE, TO ME WELL KNOWN TO BE THE PERSON HEREIN DESIGNATED AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN DESCRIBED.

WITNESS: MY SIGNATURE AND OFFICIAL SEAL, THIS 10th DAY OF April, A.D. 1987.  
MY COMMISSION EXPIRES: Appointed for life

NOTARY PUBLIC, FEDERAL REPUBLIC OF GERMANY AT LARGE.







SITE AREA	WEST			EAST			TOTAL		
	SF	ACRES	% TOTAL	SF	ACRES	% TOTAL	SF	ACRES	% TOTAL
BUILDINGS	25802	0.59	20.1	48613	1.12	16.6	74415	1.71	17.7
PAVEMENT	64296	1.48	50.0	142164	3.26	48.6	206460	4.74	49.0
GREEN AREA	38424	0.88	29.9	101977	2.34	34.8	140401	3.22	33.3
TOTAL AREA	128522	2.95	100	292754	6.72	100	421276	9.67	100

PERVIOUS AREA	140401	33 %
IMPERVIOUS AREA	280875	67 %
FAR:	0.18	
STORMWATER ERU'S = 280,875 / 2070 =	135.69	

- LEGEND**
- LIGHT POLE
  - FPL TRANSFORMER
  - HANDICAP STALL
  - SIGN
  - PERVIOUS SIDEWALK
  - CONCRETE SIDEWALK

**SIGN LEGEND:**

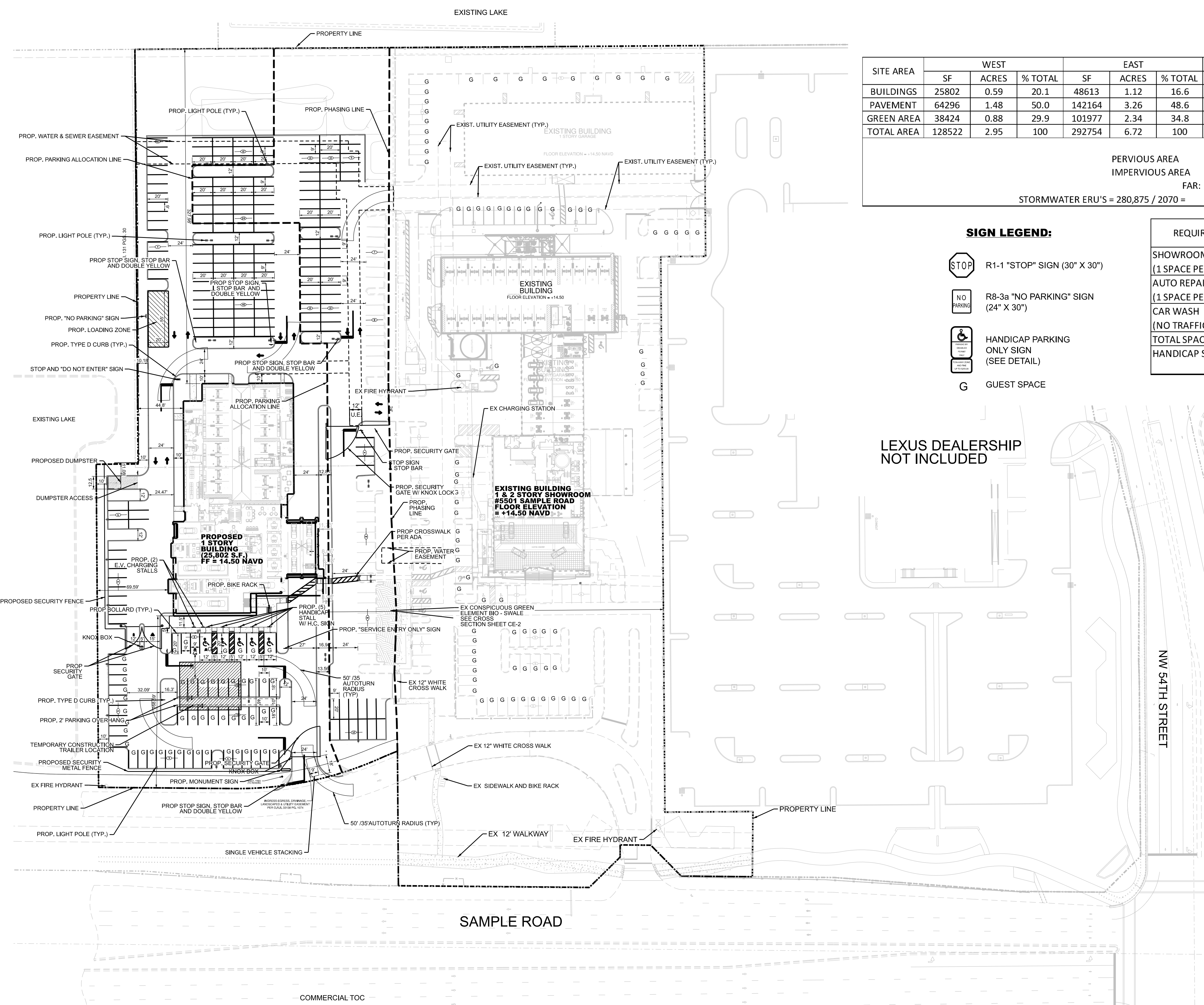
- R1-1 "STOP" SIGN (30" X 30")
- R8-3a "NO PARKING" SIGN (24" X 30")
- HANDICAP PARKING ONLY SIGN (SEE DETAIL)
- G GUEST SPACE

REQUIRED PARKING	WEST		EAST		TOTAL	
	AREA	REQUIRED	AREA	REQUIRED	AREA	REQUIRED
SHOWROOM/OFFICE SPACE (1 SPACE PER 200 SF)	11467	57 SPACES	11360	57 SPACES	22827	114 SPACES
AUTO REPAIR SPACE (1 SPACE PER 150 SF)	14335	96 SPACES	36696	245 SPACES	51031	341 SPACES
CAR WASH (NO TRAFFIC GENERATED)	0	0	557	0	557	0
TOTAL SPACES REQUIRED		153		302		455
HANDICAP STALLS		6 SPACES		7 SPACES		13 SPACES

PROPOSED PARKING	WEST	EAST	TOTAL
TOTAL PARKING SPACES	153	305	458
OF WHICH			
INDOOR SERVICE BAYS	16	62	78
TOTAL OUTDOOR SPACES	137	243	380
OF WHICH			
INVENTORY SPACES	85	179	264
CUSTOMER PARKING	52	64	116
OF WHICH			
HANDICAP PARKING	5	8	13

	SETBACK REQUIREMENTS			
	WEST (NEW)		EAST (EXISTING)	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
NORTH	10 FEET	328 FEET	10 FEET	55 FEET
SOUTH	0 FEET	171 FEET	0 FEET	300 FEET
EAST	20 FEET	337 FEET	20 FEET	10 FEET
WEST	5 FEET	44 FEET	5 FEET	298 FEET

SITE DATA TABLE	
LAND USE CLASSIFICATION:	COMMERCIAL
ZONING CLASSIFICATION:	PMDD
<b>LEGAL DESCRIPTION:</b> A PORTION OF TRACT "B", "COMMERCE CENTER OF COCONUT CREEK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, AT PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA	
<b>UTILITY COMPANY INFORMATION:</b>	
POTABLE WATER SERVICE:	COCONUT CREEK UTILITIES
SANITARY SEWER SERVICE:	COCONUT CREEK UTILITIES
STORMWATER MANAGEMENT:	S.F.W.M.D. & B.C.E.P.D.
TELEPHONE SERVICE:	BELLSOUTH
ELECTRICAL SERVICE:	FLORIDA POWER & LIGHT COMPANY
SOLID WASTE PICKUP:	WASTE MANAGEMENT, INC.



LEXUS DEALERSHIP  
NOT INCLUDED

SAMPLE ROAD

NW 54TH STREET

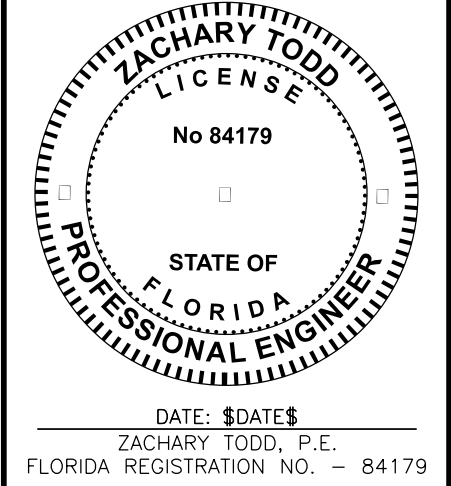
COMMERCIAL TOC



**LINCOLN OF COCONUT CREEK**

**SITE PLAN**

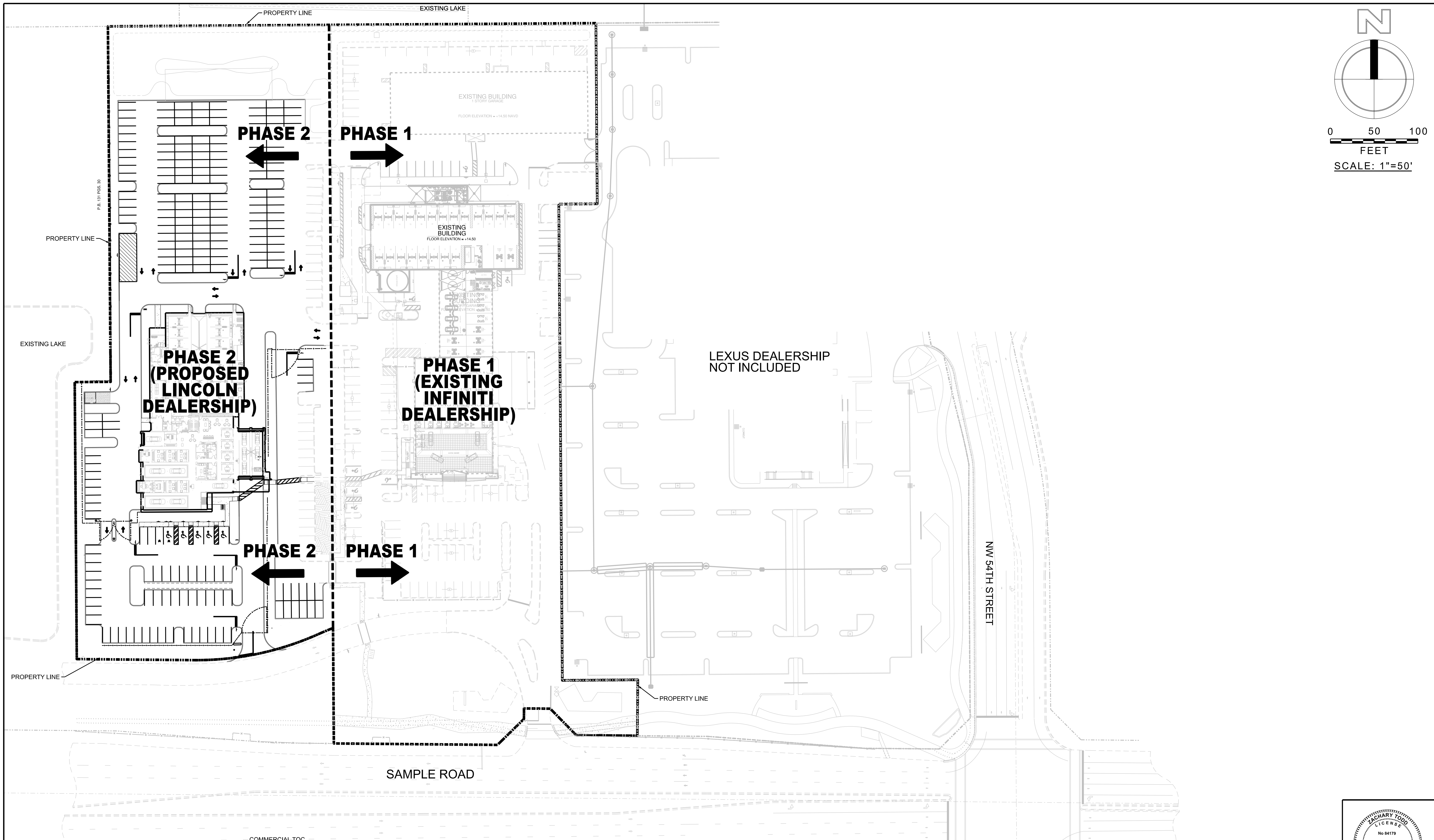
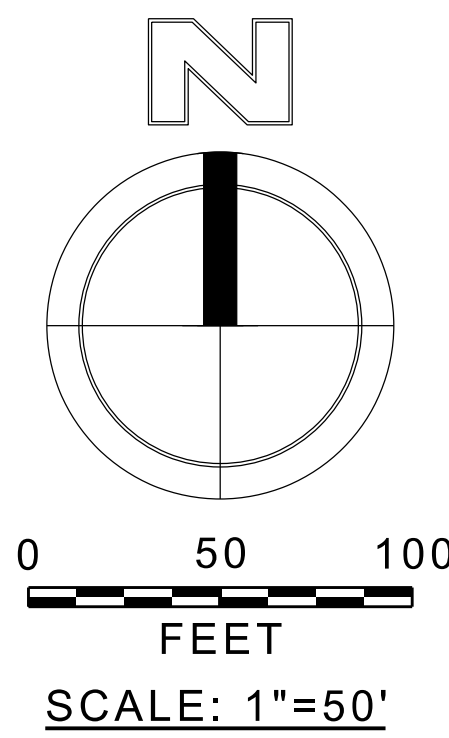
DATE: 06/22  
 DESIGNED BY: ZT  
 DRAWN BY: SG  
 CHECKED BY: ZT



PROJECT: 2204-31  
 SHEET: SP-1

SPACES

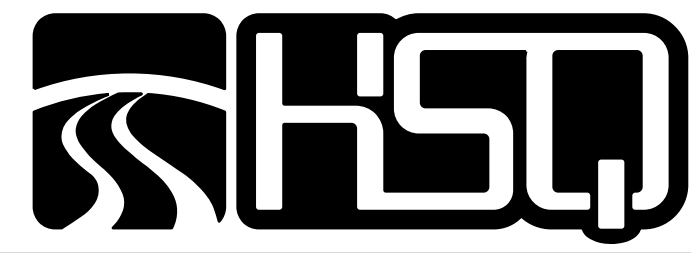




COMMERCIAL TOC

NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

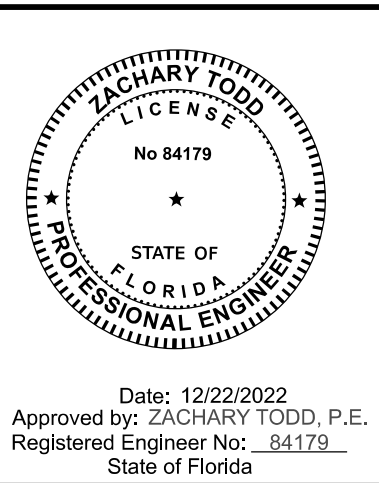
Designed by: ZT Date: 06/22  
 Drawn by: SG Date: 06/22  
 Checked by: ZT Date: 06/22



**HSQ GROUP, LLC**  
 Engineers · Planners · Surveyors  
 1001 YAMATO ROAD, SUITE 105  
 Boca Raton, Florida 33431 · 561.392.0221  
 C26258 · LB7924

**LINCOLN OF COCONUT CREEK**  
 PHASING EXHIBIT

SCALE:  
 1" = 50'  
 PROJECT NUMBER:  
 2204-31  
 SHEET NUMBER:  
 EX-1



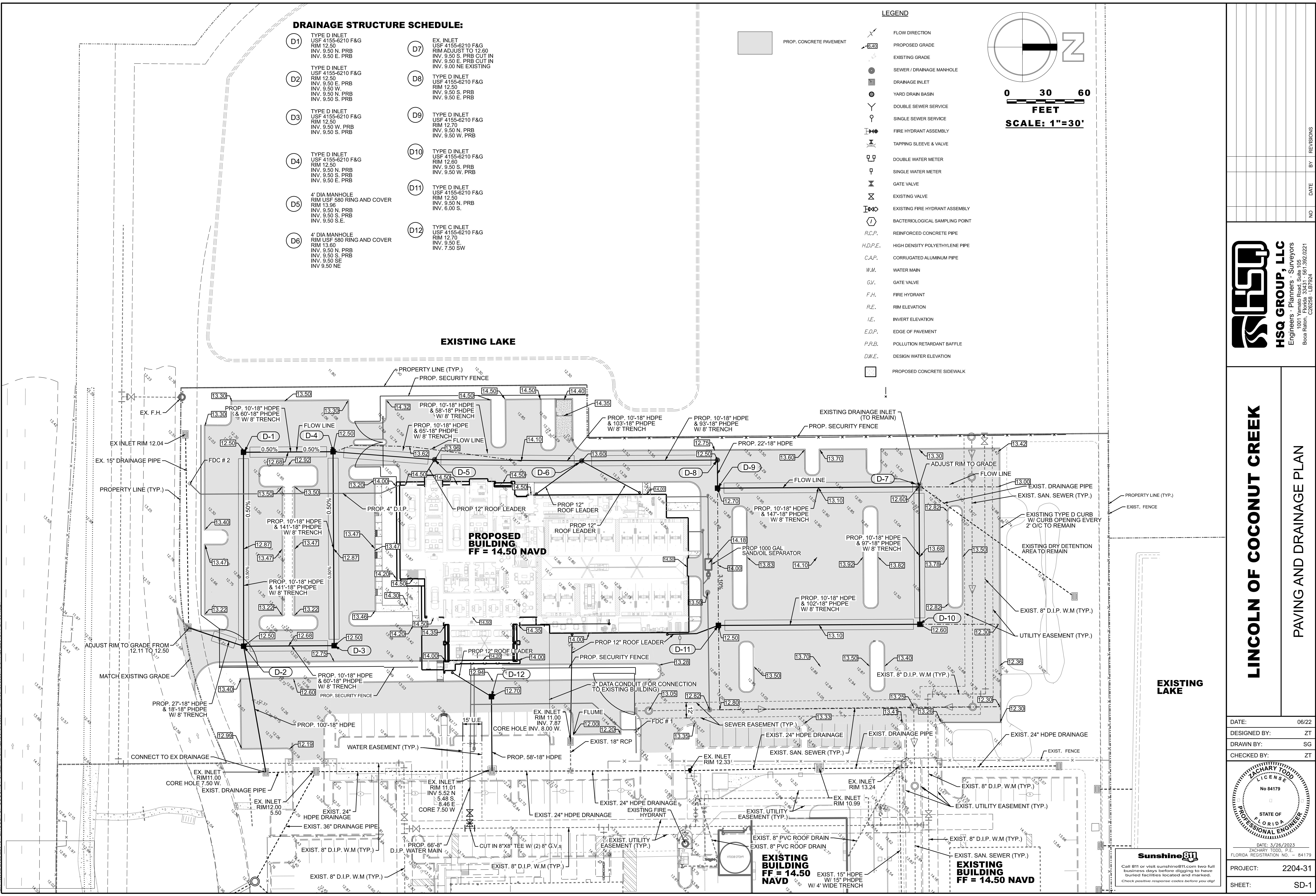
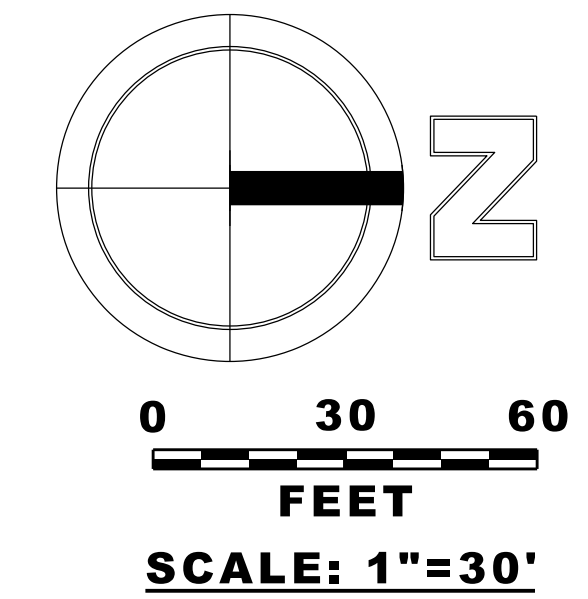
12/22/2022 z:\projects\2015\1502-15\_greenacres\_nissan\drawings\site plan\1502-15-ire.dgn

**DRAINAGE STRUCTURE SCHEDULE:**

- D1 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 N. PRB  
INV. 9.50 E. PRB
- D2 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 W. PRB  
INV. 9.50 S. PRB
- D3 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 W. PRB  
INV. 9.50 S. PRB
- D4 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 N. PRB  
INV. 9.50 S. PRB  
INV. 9.50 E. PRB
- D5 4' DIA MANHOLE  
RIM USF 580 RING AND COVER  
RIM 13.96  
INV. 9.50 N. PRB  
INV. 9.50 S. PRB  
INV. 9.50 S.E.
- D6 4' DIA MANHOLE  
RIM USF 580 RING AND COVER  
RIM 13.90  
INV. 9.50 N. PRB  
INV. 9.50 S. PRB  
INV. 9.50 S.E.
- D7 EX. INLET  
USF 4155-6210 F&G  
RIM ADJUST TO 12.60  
INV. 9.50 S. PRB CUT IN  
INV. 9.50 E. PRB CUT IN  
INV. 9.00 NE EXISTING
- D8 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 S. PRB  
INV. 9.50 E. PRB
- D9 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.70  
INV. 9.50 N. PRB  
INV. 9.50 W. PRB
- D10 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.60  
INV. 9.50 S. PRB  
INV. 9.50 W. PRB
- D11 TYPE D INLET  
USF 4155-6210 F&G  
RIM 12.50  
INV. 9.50 N. PRB  
INV. 6.00 S.
- D12 TYPE C INLET  
USF 4155-6210 F&G  
RIM 12.70  
INV. 9.50 E.  
INV. 7.50 SW

**LEGEND**

- FLOW DIRECTION
- PROPOSED GRADE
- EXISTING GRADE
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT ASSEMBLY
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT ASSEMBLY
- BACTERIOLOGICAL SAMPLING POINT
- R.C.P. REINFORCED CONCRETE PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- C.A.P. CORRUGATED ALUMINUM PIPE
- W.M. WATER MAIN
- G.V. GATE VALVE
- F.H. FIRE HYDRANT
- R.E. RIM ELEVATION
- I.E. INVERT ELEVATION
- E.O.P. EDGE OF PAVEMENT
- P.R.B. POLLUTION RETARDANT BAFFLE
- D.W.E. DESIGN WATER ELEVATION
- PROPOSED CONCRETE SIDEWALK



NO	DATE	BY	REVISIONS

**HSQ**  
**HSQ GROUP, LLC**  
 Engineers - Planners - Surveyors  
 1001 Yamalo Road, Suite 105  
 Boca Raton, Florida 33431 - 561.392.0221  
 C26258 - LB7924

**LINCOLN OF COCONUT CREEK**

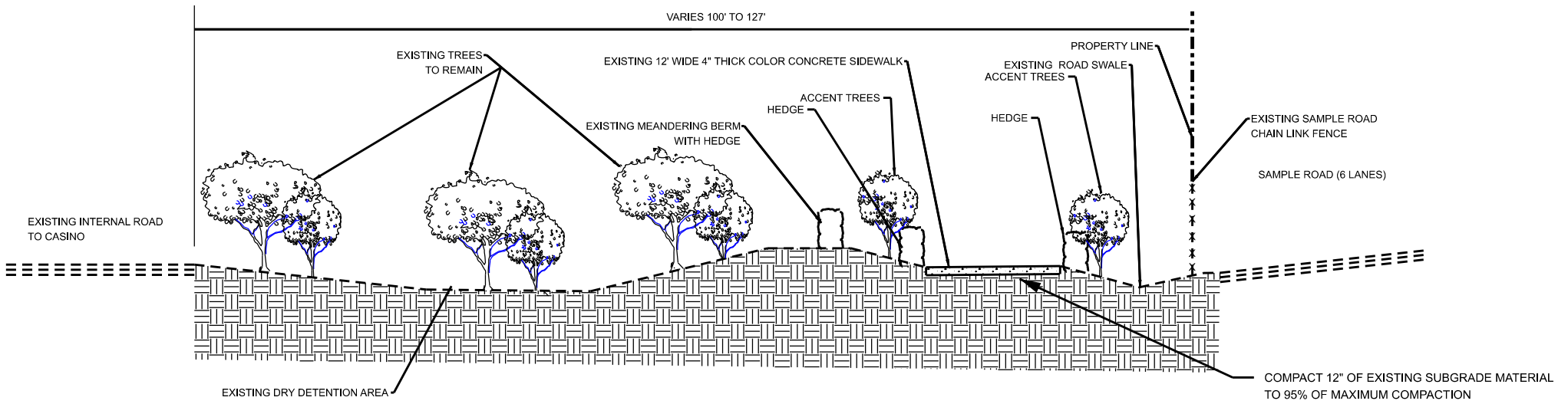
PAVING AND DRAINAGE PLAN

DATE: 06/22  
 DESIGNED BY: ZT  
 DRAWN BY: SG  
 CHECKED BY: ZT

**Sunshine811**  
 Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

**ZACHARY TODD**  
 PROFESSIONAL ENGINEER  
 No 84179  
 STATE OF FLORIDA  
 DATE: 3/26/2023  
 ZACHARY TODD, P.E.  
 FLORIDA REGISTRATION NO. - 84179

PROJECT: 2204-31  
 SHEET: SD-1



**SAMPLE ROAD BUFFER SECTION**

This Instrument was Prepared By,  
Record and Return To:

\_\_\_\_\_, Esq.

\_\_\_\_\_

\_\_\_\_\_, Florida 33401

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## UNIFIED CONTROL AGREEMENT

THIS UNIFIED CONTROL AGREEMENT ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by **TT OF SAMPLE, INC.**, a Florida corporation ("Owner"), for the benefit of the **CITY OF COCONUT CREEK**, a Florida municipal corporation (the "City").

### WITNESSETH:

WHEREAS, Owner is the fee owner of certain real properties located in Broward County, Florida ("County"), legally described on Exhibit "A" attached hereto and made a part hereof (collectively, be referred to as the "Properties"); and

WHEREAS, the Properties are or will be subject to the \_\_\_\_\_ PCD, Planned Commerce District under the Land Development Code of the City of Coconut Creek (the "PCD"), which requires that the Properties subject to the PCD be under unified control; and

WHEREAS, the Owner wishes to memorialize its agreement to at all times comply with the terms, conditions and restrictions of the PCD, as it may be amended from time to time.

NOW, THEREFORE, in consideration of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitations and Defined Terms. The foregoing recitations are true and correct and are incorporated herein.

2. Acknowledgment of the PCD. The Owner will at all times comply with the terms, conditions and restrictions of the PCD, as it may be amended.

3. Development Requirements. The Owner further agrees that any construction or redevelopment activities performed or authorized by it shall not: (a) cause any increase in the cost of constructing improvements upon any other Owner's Property; (b) interfere with construction work being performed on any other Owner's Property, (c) cause any building located on another Owner's Property to be in violation of any governmental requirements or the PCD, or (d) materially and adversely affect any other Owner's easement rights.

4. PCD Amendments.

a. The Owner shall be obligated to consent to an application by any one Owner as to a rezoning, amendment or modification of the PCD or any application made in

connection with the Properties, such as, but not limited to, a conditional use, site plan, variance or waiver (collectively the "Zoning Request") so that it may be heard, reviewed and acted upon by the City of Coconut Creek. However, anything herein to the contrary notwithstanding, consent to any such application shall not indicate or mean that such Owner is in support of any Zoning Request and such Owner may independently appear before any public body to express its opinion as to the Zoning Request.

- b. No Owner(s) shall secede any portion of the Properties from the PCD, unless the master planned integrity of the overall site, as set forth by Section 13-355, "PCD, planned commerce district – Generally," as may be amended, of the City Code of Ordinances, is maintained or modified as to the other portion(s) or the Properties remaining under the zoning of the PCD. The portions seceding from the PCD into an independent zoning district(s) must complete the proper rezoning process in the City before the PCD may terminate as to that portion of the Properties and this Agreement modified to reflect such revisions.
- c. Notwithstanding the above, nothing contained herein shall be construed to prevent the Owners or their successors in title to the land within the PCD from petitioning the City to rezone any portion of the PCD to another zoning designation at a later time, provided any such Zoning Request shall not materially adversely affect the other Owner's Property subject to the PCD. An owner's belief that another Owner's Zoning Request materially adversely affects the Owner's Property shall not relieve the Owner from its obligation to consent to such Zoning Request under paragraph 4.a. above.

5. Miscellaneous. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing, and this Agreement shall not be amended other than by written agreement between the then current owners of the Properties, after written approval by the City. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Broward County, Florida. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions herein. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision. The terms and conditions of this Agreement are intended to, and do, constitute covenants that run with the land, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, heirs, successors, and assigns. This Agreement may not be terminated or modified in any way except by means of an instrument executed by the fee simple owners of the Properties after receipt of the prior written consent of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

**OWNER:**

TT OF SAMPLE, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Terry Taylor, President

**ACKNOWLEDGMENT**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2023, by Terry Taylor as President of TT of Sample, Inc., a Florida corporation, on behalf of the corporation. He [ ] is personally known to me or [ ] presented a \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: \_\_\_\_\_  
Notary Print: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**MORTGAGEE CONSENT TO UNIFIED CONTROL AGREEMENT**

This MORTGAGEE CONSENT TO UNIFIED CONTROL AGREEMENT is made as of \_\_\_\_\_, 2023 by \_\_\_\_\_ (“Mortgagee”) the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded on \_\_\_\_\_ in Instrument Number \_\_\_\_\_ of the Public Records of Broward County, Florida, (“Mortgage”), which Mortgage encumbers the Property. Mortgagee consents to the foregoing Unified Control Agreement without in any manner releasing, satisfying or discharging the Mortgage, the Collateral Assignment of Leases, Rents and Licenses as recorded in Instrument # \_\_\_\_\_, the Collateral Assignment of Contract and License Rights as recorded in Instrument # \_\_\_\_\_ and Uniform Commercial Code Financing Statement as recorded in Instrument # \_\_\_\_\_, all of the Public Records of Broward County, Florida, with respect to the Property encumbered thereby. Mortgagee makes no warranty or any representation of any kind or nature concerning the Unified Control Agreement, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation. Mortgagee acknowledges that the Unified Control Agreement shall remain in full force and effect unless released by the City of Coconut Creek, Florida, and shall survive termination, foreclosure or satisfaction of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this \_\_\_ day of \_\_\_\_\_ 2023.

**WITNESSES:**

**MORTGAGEE:**

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing consent was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the bank. He [ ] is personally known to me or [ ] presented a \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**



**EXHIBIT "A"****LEGAL DESCRIPTION**

A portion of Tract "B", COMMERCE CENTER OF COCONUT CREEK, according to the Plat thereof, as recorded in Plat Book 131, at Page 30, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "B"; thence South 0° 25' 15" East along the Easterly boundary line of said Tract "B" for 16.56 feet; thence South 6° 25' 19" West for 100.72 feet; thence South 0° 25' 15" East for 0.42 feet to a point of curvature; thence Southeasterly along a circular curve to the left, having a radius of 1392.00 feet and a central angle of 10° 31' 47" for an arc distance of 255.82 feet to a point of a curve, (said point bears North 20° 01' 11" East from the radius point of the next described curve); thence Southeasterly along a circular curve to the right, having a radius of 40.00 feet and a central angle of 23° 41' 21" for an arc distance of 16.54 feet to a point on a curve (said point bears South 78° 35' 10" West from the radius point of the next described curve); thence Southeasterly along a circular curve to the left, having a radius of 1380.00 feet and a central angle of 3° 16' 31" for an arc distance of 78.89 feet to a point of reverse curvature; thence Southeasterly along a circular curve to the right, having a radius of 720.00 feet and a central angle of 4° 04' 43" for an arc distance of 51.25 feet; thence South 0° 15' 05" West for 100.00 feet to a point on a curve (said point bears North 87° 21' 46" East from the radius point of the next described curve); thence Southeasterly along a circular curve to the right, having a radius of 708.00 feet and a central angle of 2° 12' 59" for an arc distance of 27.39 feet to a point of tangency; thence South 0° 25' 15" East for 162.62 feet; thence South 45° 03' 11" West for 49.91 feet; thence North 89° 28' 23" West along a line parallel with and 60.00 feet North of, as measured at right angles, to the South line of the Southwest 1/4 of Section 18, Township 48 South, Range 42 East, as shown on the Plat of COMMERCE CENTER OF COCONUT CREEK, for 84.81 feet; thence North 85° 39' 32" West for 180.40 feet; thence North 89° 28' 23" West along a line parallel with and 72.00 feet North of, as measured at right angles to, the South line of the Southwest 1/4 of said Section 18 for 150.00 feet; thence North 44° 28' 23" West for 42.43 feet; thence North 89° 28' 23" West, along a line parallel with and 102.00 feet North of, as measured at right angles to the South line of the Southwest 1/4 of Section 18, Township, 48 South, Range 42 East, as shown on the Plat of COMMERCE CENTER OF COCONUT CREEK, for 15.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; (the last mentioned eleven courses being coincident with the Easterly and Southerly boundary lines of said Tract "B"); thence North 00° 25' 15" West for 324.62 feet; thence North 89° 34' 45" East for 29.00 feet; thence North 00° 25' 15" West for 298.37 feet; thence South 89° 34' 45" West for 261.52 feet; thence South 00° 25' 15" East for 246.01 feet; thence South 89° 34' 45" West for 293.00 feet; thence South 00° 25' 15" East for 316.58 feet; thence South 89° 28' 23" East for 133.44 feet to a point of curvature; thence Easterly along a 342.00 foot radius curve, leading to the left, through a central angle of 24° 37' 19" for an arc distance of 146.97 feet to a point of reverse curvature; thence Northeasterly along a 354.00 foot radius curve, leading to the right, through a central angle of 2° 54' 07" for an arc distance of 17.93 feet to a point on a non-tangent line; thence South 00° 25' 15" East for 131.88 feet to a point on said Southerly boundary line of Tract "B", the following four courses being coincident with said Southerly boundary line; 1) thence South 89° 28' 23" East for 186.86 feet; 2) thence North 45° 31' 37" East for 42.43 feet; 3) thence North 00° 31' 37" East for 12.00 feet; 4) thence South 89° 28' 23" East for 15.00 feet to the Point of Beginning.

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