



**APPEAL OF ADMINISTRATIVE**

**DECISION**

OFFICE USE ONLY

BA #: \_\_\_\_\_

Development Services Department, 901 NW 66th Avenue, Florida 33063

Hearing Date: \_\_\_\_\_

**PART I. TO BE COMPLETED BY APPLICANT**

Name of Applicant: ERIC PIERCE

Address of Applicant: 5706 SANTIAGO CIRCLE BOCA RATON, FL 33433

Email: EJP715@YAHOO.COM Phone: 954-325-4643

Name of Agent: NA

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address of Agent: \_\_\_\_\_

Name of Property Owner: MEDAUST RESTAURANT GROUP LLC

Address of Property Owner: 5510 W. COPANS ROAD, MARGATE, FL 33063

Email: EJP715@YAHOO.COM Phone: 954-325-4643

**PART II. PROPERTY INFORMATION:**

Address of Property: 5510 W. COPANS RD MARGATE, FL 33063

Legal Description: SEE ATTACHMENT

Lot Size/Area: \_\_\_\_\_ Zoning District: \_\_\_\_\_ Folio #: \_\_\_\_\_

Existing Use: VACANT Proposed Use: CULVER'S RESTAURANT

**PART III. APPLICATION REQUIRMENTS:** Please submit the following to the Development Services Department:

- 1) Completed Application & fee (cash or check in the amount of \$200.00 payable to: CITY OF MARGATE)
- 2) Executed Property Owner Certification and Permission to Proceed form
- 3) Executed Public Hearing Sign Bond Agreement & fee (cash or check in the amount of \$150.00 payable to: CITY OF MARGATE)
- 4) Any documents or plans supporting the administrative appeal
- 5) One (1) original paper copy of applications and supporting documents and one (1) electronic copy in PDF format

**PUBLIC HEARING NOTICES:**

Per Section 31-55, at least 14 days prior to a scheduled hearing, the petitioner is responsible for mailing public notice to all property owners within 1,500 feet and posting public hearing signs on the property. Proof of mailing and affidavit must be submitted at least 10 days prior to the scheduled hearing.

**ATTENDANCE AT HEARING IS MANDATORY FOR THE PETITIONER**

**FEE SCHEDULE:**

Appeal Request: \$200.00

Sign Bond: \$150.00

Reimburse City for Newspaper Ad

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**PART IV. APPEAL:**

*The process for requesting an appeal to administrative decision is documented in Article IV, Division 2 of the Margate Code of Ordinances.*

Indicate the specific code section related to the administrative order, requirement, decision or determination that is being appealed:

ARTICLE II, PRESERVATION AND PROTECTION OF TREES, CHAPTER 23-  
LANDSCAPING CODE OF THE CITY OF MARGATE.

Describe alleged administrative error in detail:

NA

Reason for requesting reversal of decision:

NA

For applications related to tree preservation, describe why the administrative decision or order is not reasonable or in the public interest, according to the spirit and intent of Article II, Preservation and Protection of Trees, Chapter 23 Landscaping Code of the City of Margate: \_\_\_\_\_

- SEE ATTACHED -

## Property Owner Certification And Permission To Proceed

This is to certify that I am the owner of the property located at 5510 W. COPANS RD.

(Complete only if applicable) I have authorized ERIC PIERCE to make and file this application for administrative appeal on my behalf. If my administrative appeal application is denied, I understand that I may file an appeal within 7 days via the city clerk's office.



Signature of Property Owner:

ERIC PIERCE

Print Name of Property Owner:

Signature of Property Owner:

Print Name of Property Owner:

STATE OF Florida  
COUNTY OF Drow ad

Subscribed and sworn to before me this

23 day of JUNE 20 20



Signature of Notary

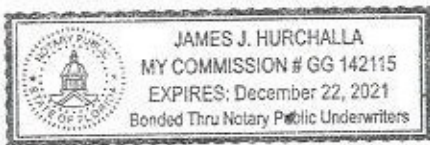
James J. Hurchalla

Print Name of Notary

☒ Personally known to me

☐ Produced identification

(Notary seal)



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of Notary

Print Name of Notary

☐ Personally known to me

☐ Produced identification

(Notary seal)





## PUBLIC HEARING SIGN REMOVAL BOND AGREEMENT


I, ERIC PIERCE, petitioner of record and on behalf of the property owner, hereby agree that the subject public hearing sign shall be removed within two (2) business days following a final determination by the governing body. Further, it is understood that by complying with this section, the \$150 cash bond will be returned to the petitioner of record.

If said public hearing sign is not removed in two (2) business days, I hereby authorize the administration of the City of Margate to remove said sign, billing the costs of the removal of the sign to the owner of the property.

I understand that the \$150 cash bond shall be forfeited and applied against the cost of removal to the City of Margate if said public hearing sign is not removed in two (2) business days.

MEDALIST RESTAURANT GROUP LLC  
dba: CULVER'S OF MARGATE  
Business Name

5510 W. COPANS ROAD  
Street location

  
Signature

6-23-2020  
Date

### OFFICE USE ONLY

Date of Decision: \_\_\_\_\_

Tabled to date certain: \_\_\_\_\_

Two Business Days (after decision): \_\_\_\_\_

COMPLIED: Yes ☐ No ☐

If YES, initiate check request to Finance  
(601-0000-220.18-00)

If NO, inform Finance to deposit Bond  
(001-0000-369.90-01)

Copy to Petitioner, Finance Department  
Original to File

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**PART V. TO BE COMPLETED AFTER BOARD OF ADJUSTMENT ACTION. Board Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Tabled to: \_\_\_\_\_

List Any Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Adjustment

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary of the Board of Adjustment

\_\_\_\_\_  
Date

**EXHIBIT A**

**LEGAL DESCRIPTION OF CULVER'S PARCEL**

Land and Improvements located in Broward County, Florida, more particularly described as:

A part of Tract A, Margate District Headquarters, According to the Plat thereof, as recorded in Plat Book 88, Page 14, of the Public records of Broward County, Florida, being more particularly described as follows:

Begin at the Northeast Corner of Said Tract A; thence South 01°10'00" East along the East line of said Tract A and the West Right of Way Line of N.W. 55th Avenue, for a distance of 250.00 feet to the South Line of Said Tract A;

Thence South 89°32'02" West, Along Said South Line, for a distance of 293.69 feet to a point;

Thence North 00°26'58" West, for a distance of 250.07 feet to the North Line of Said Tract A and the South Right of Way Line of Copans Road;

Thence North 89°33'02" East, along said North Line of Tract A and South Right of Way Line of Copans Road, for a Distance of 290.48 Feet to the Point of Beginning.

Containing 1.68 acres more or less.

Tax Id. No. 4842-30-05-0020



Prepared by:

James J. Hurchalla & Associates, PA  
1700 E Las Olas Blvd  
Suite 206  
Fort Lauderdale, FL 33301

(Space above this line reserved for recording office use only)

### **GUARANTY AND REPLACEMENT AGREEMENT**

Culver's of Margate, LLC ("Culver's") is the developer of certain property known as:

The land referred to herein below is situated in the County of Broward, State of Florida, and described as follows:

Tract A, of MARGATE DISTRICT HEADQUARTERS, according to the Plat thereof, as recorded in Plat Book 88, Page 14, of the Public Records of Broward County, Florida;

LESS AND EXCEPT the following described portion thereof:

Commence at the Northeast corner of said Tract A; thence South 01°10'00" East, along the East line of said Tract A and the West right of way line of N.W. 55th Avenue, for a distance of 250.00 feet to the South line of said Tract A; thence South 89°32'02" West, along said South line, for a distance of 293.69 feet for the Point of Beginning of the herein described parcel; thence continue South 89°32'02" West, along said South line, for a distance of 336.51 feet to the West line of said Tract A and the East right of way line of State Road No. 7; thence North 01°00'34" West, along said West line of said Tract A and the East right of way line of State Road No. 7, for a distance of 250.18 feet to the North line of said Tract A and the South right of way line of Copans Road; thence North 89°33'02" East, along said North line of Tract A and South right of way line of Copans Road, for a distance of 338.96 feet; thence South 00°26'58" East, departing said South line, for a distance of 250.07 feet to the Point of Beginning.

Said land also described as follows:

A part of Tract A, of MARGATE DISTRICT HEADQUARTERS, according to the Plat thereof, as recorded in Plat Book 88, Page 14, of the Public records of Broward County, Florida, being more particularly described as follows:



Begin at the Northeast corner of said Tract A; thence South 01°10'00" East along the East line of said Tract A and the West right of way line of N.W. 55th Avenue, for a distance of 250.00 feet to the South line of said Tract A; thence South 89°32'02" West, along said South line, for a distance of 293.69 feet to a point; thence North 00°26'58" West, for a distance of 250.07 feet to the North line of said Tract A and the South right of way line of Copans Road; thence North 89°33'02" East, along said North line of Tract A and the South right of way line of Copans Road, for a distance of 290.48 feet to the Point of Beginning.

Culver's of Margate, LLC is the developer of a Culver's Restaurant. The City of Margate has identified certain specimen trees (attached hereto as Exhibit A) that must be preserved, replaced or substituted with a similar species, cash payment to the City's Tree Preservation Account, or alternatively obtain a variance.

To expedite the development of a Culver's Restaurant at the aforementioned property location, Culver's knowingly and voluntarily enters into this Guaranty and Replacement Agreement. Culver's shall be bound by the terms hereunder and must be in full compliance within one (1) year of execution of both parties or prior to the application for a Temporary Certificate of Occupancy or Certificate of Occupancy; whichever comes first in time.

NOW, THEREFORE, based on the above and in consideration for the issuance of the permits, Culver's agrees as follows:

1. Guaranty. Culver's hereby guarantees unconditionally to the City of Margate that it will:

- Pay the full balance (\$120,754.00) of the specimen tree appraised value to the City's Tree Preservation Account [Sec. 23-20(I)]; or
- Relocation of tree #26 (57" Swamp Mahogany) per Sec. 23-20 (D, E, F, and G) and pay \$16,379 to the City's Tree Preservation Account [Sec. 23-20(I)]; or
- Relocation of tree #26 [Sec. 23-20 (D, E, F, and G)] and plant 22 Category 1 trees (based on a \$750/ per tree) within the municipality [Sec. 23-20(I)]; or
- Plant 161 Category 1 trees (based on a \$750/ per tree) within the municipality [Sec. 23-20(I)]; or
- Modifying the northwest area of the site to maintain the location of tree #26 and pay \$16,379 to the City's Tree Preservation Account [Sec. 23-20(I)]. This option requires an application to be submitted to the DRC. Sec. 31-54(i); or
- Modifying the northwest area of the site to maintain the location of tree #26 and plant 22 Category 1 trees (based on a \$750/ per tree) within the municipality [Sec. 23-20(I)]. This option requires an application to be submitted to the DRC. Sec. 31-54(i); or



- Apply for and obtain a variance for the preservation of tree #26 (57" Swamp Mahogany). Sec. 23-27 "Preservation as grounds for variance; appeals from administrative decisions."

2. Obligation. Culver's promises to fulfill all obligations under this agreement whether it include the payment of indebtedness under any one of the above options, performance of all obligations of Culver's, all guarantors, pledgors, and other obligors under the options that may also include no payment in lieu of preservation of all of the trees.

3. No Waiver of Code Requirements. Culver's understands and agrees the above options provided do not supersede or take precedence over any requirements outlined in the City of Margate Code of Ordinances nor do the above options limit, negate or override any administrative determinations provided for in the City of Margate Code of Ordinances.

4. Independent Obligations. Culver's obligations under this guaranty are independent of those of any other guarantor.

5. Default. Either of the following constitutes a default by Culver's under this guaranty:

(a) the failure of Culver's to perform any of its obligations under this guaranty; or

(b) the commencement of any bankruptcy, insolvency, arrangement, reorganization, or other debtor relief proceeding by Culver's under any federal or state law, whether now existing or enacted hereafter.

6. Costs and Expenses. Culver's agrees to pay the City's reasonable out-of-pocket costs and expenses, including but not limited to legal fees and disbursements incurred in any effort to collect or enforce any of the guaranteed obligations of the note or this guaranty, whether or not any lawsuit is filed.

7. Severability. The invalidity or unenforceability of any one or more provisions of this guaranty will not affect the validity or enforceability of any other provision.

8. Governing Law. This guaranty shall be governed by and construed under the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

9. Binding Effect. The provisions of this guaranty shall bind and benefit Culver's, the heirs, executors, administrators, legal representatives and successors.

10. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

There shall be no partial assignments of this Agreement.

11. Authority. Culver's individually warrants that it has all requisite power and authority to:

(a) execute, deliver, and be legally bound by this guaranty on the terms and conditions stated in it; and

(b) transact any other business with the City of Margate as necessary to fulfill the terms of this guaranty.

12. Modification or Waiver. No provision of this guaranty or the City of Margate's rights hereunder can be waived or modified, and Culver's cannot be released from its obligations hereunder, except by a writing executed by both parties. No waiver shall be applicable except in the specific instance for which it is given.

13. Entire Agreement. This guaranty constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings. No supplement to or modification of this guaranty shall be binding unless executed in writing by all of the parties.

14. Headings. All headings in this guaranty are for convenience only and shall be disregarded in construing the substantive provisions of this guaranty.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Guarantor executes this guaranty on January \_\_, 2020.

Culver's of Margate, LLC, a Florida limited liability company

By: *Eric Pierce*

Eric Pierce

Manager

1-13-20  
(Date)

Signed in the presence of:

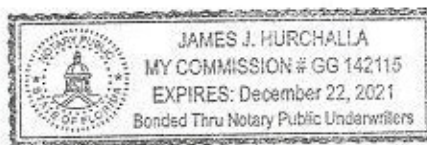
*James J. Hurchalla*  
Witness *Frank J. Hurchalla*

*Frank J. Hurchalla*  
Witness *Frank J. Hurchalla*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 13 day of January, 2020 Eric Pierce, Manager of Culver's of Margate, LLC, a Florida limited liability company. Culver's of Margate, LLC is personally known to me or has produced \_\_\_\_\_ as identification.

*James J. Hurchalla*  
Notary Public - State of Florida





## Trunk Formula Method

Case # 26 Property CULVERS REST. Date 12/9/9  
 Appraiser A. STUBBINS

## Field Observations

1. Species MAHOGANY
2. Condition 69 %
3. Trunk Circumference        in./cm Diameter 57 in./cm
4. Location % = [Site 75 % + Contribution 40 % + Placement 70 %]  
 + 3 = 61.6 %

## Regional Plant Appraisal Committee and/or Appraiser-Developed or Modified Information

5. Species rating 90 %
6. Replacement Tree Size (diameter) 3 in./cm  
 (Trunk Area) 7 in<sup>2</sup>/cm<sup>2</sup> TA<sub>R</sub>
7. Replacement Tree Cost \$ 250  
 (see Regional Information to use Cost selected)
8. Installation Cost \$ 500
9. Installed Tree Cost (#7 + #8) \$ 750
10. Unit Tree Cost \$ 107 per in<sup>2</sup>/cm<sup>2</sup>  
 (see Regional Information to use Cost selected)

## Calculations by Appraiser using Field and Regional Information

11. Appraised Trunk Area:  
 (TA<sub>A</sub> or ATA<sub>A</sub>; use Tables 4.4-4.7)  
 or c<sup>2</sup> (#3)        × 0.08  
 or d<sup>2</sup> (#3) 57 × 0.785  
 = 2550 in<sup>2</sup>/cm<sup>2</sup>
12. Appraised Tree Trunk Increase (TA<sub>INCR</sub>) =  
 TA<sub>A</sub> or ATA<sub>A</sub> 2550 in<sup>2</sup>/cm<sup>2</sup> (#11) - TA<sub>R</sub> 7 in<sup>2</sup>/cm<sup>2</sup> (#6) = 2543 in<sup>2</sup>/cm<sup>2</sup>
13. Basic Tree Cost = TA<sub>INCR</sub> (#12) 2543 in<sup>2</sup>/cm<sup>2</sup> × Unit Tree Cost (#10) \$ 107  
 per in<sup>2</sup>/cm<sup>2</sup> + Installed Tree Cost (#9) \$ 750 = \$ 272,851
14. Appraised Value = Basic Tree Cost (#13) \$ 272,851 × Species rating  
 (#5) 90 % × Condition (#2) 69 % × Location (#4) 61.6 % = \$ 104,375
15. If the Appraised Value is \$5,000 or more, round it to the nearest \$100; if it  
 is less, round to the nearest \$10.
16. Appraised Value = (#14) \$ 104,375

Items 5 through 10 are determined by the Regional Plant Appraisal Committee. The Wholesale Replacement Tree Cost, the Retail Replacement Tree Cost, or the Installed Tree Cost (#9) divided by the Replacement Tree Size (#6) can be used for the Unit Tree Cost (#10), or it can be set by the Regional Plant Appraisal Committee.