

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Marcie Nolan, AICP, Acting Development Services Director/(954) 797-1101

**PREPARED BY:** David M. Abramson, Deputy Planning and Zoning Manager

**SUBJECT:** Developer's Agreement: DA 2-1-08, Bosque/14801 Southwest 31st Court/Generally located at the northwest corner of Southwest 148th Avenue and Southwest 31st Court

**AFFECTED DISTRICT:** District 4

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** DEVELOPER'S AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND RAUL E. BOSQUE AND LINDA A. BOSQUE TO MAINTAIN AN EXISTING WOODEN FENCE WITHIN THE TOWN OF DAVIE'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 2-1-08, Bosque, 14801 SW31 Court)

**REPORT IN BRIEF:** The owners (Raul E. Bosque And Linda A. Bosque) of the subject property, located at 14801 Southwest 31st Court, are requesting approval of a Developer's Agreement (DA 2-1-08, Bosque). This agreement will allow the owners to maintain their existing wooden fence within the westside of the Southwest 148th Avenue public right-of-way. Residential developers are currently constructing off-site improvements within this right-of-way as required by the Town of Davie. To avoid any conflicts with the existing wooden fence, the residential developers have relocated any proposed sidewalks to the eastside of Southwest 148th Avenue. Furthermore, approval of this agreement should not create any obstructions to existing/proposed public roads or trails.

**PREVIOUS ACTIONS:** n/a

**CONCURRENCES:** n/a

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

**Attachment(s):** Resolution, Exhibit (Agreement), Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND RAUL E. BOSQUE AND LINDA A. BOSQUE TO MAINTAIN AN EXISTING WOODEN FENCE WITHIN THE TOWN OF DAVIE'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Raul E. Bosque and Linda A. Bosque are the owners of a parcel of land within the Town of Davie at 14801 Southwest 31<sup>st</sup> Court; and

WHEREAS, the Town of Davie requires off-site improvement for Southwest 148<sup>th</sup> Avenue by adjacent developers; and

WHEREAS, the Town of Davie has permitted the development of the property as a single family home and a wooden fence exists for the length of the eastern boundary line, within the Southwest 148<sup>th</sup> Avenue public right-of-way; and

WHEREAS, the owners desire to maintain an existing wooden fence within the Southwest 148<sup>th</sup> Avenue public right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town shall allow Bosque to keep the wooden fence within the SW 148<sup>th</sup> Avenue public right of way, as shown on Exhibit "A".

SECTION 2. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A".

SECTION 3. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_

\_\_\_\_\_

MAYOR/COUNCILME

MBER  
Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

Exhibit "A" (Developer's Agreement)

### **DEVELOPER'S AGREEMENT**

**THIS DEVELOPER'S AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2008 by and between **TOWN OF DAVIE, a municipal corporation**, pursuant to the laws of the State of Florida (herein referred to as ("**Town**") and **RAUL E. BOSQUE AND LINDA A. BOSQUE**, husband and wife (hereinafter referred to as ("**Bosque**").

#### **WITNESSETH**

**WHEREAS**, Bosque owns a parcel of land within the Town of Davie located at 14801 S.W. 31<sup>st</sup> Court, Davie, Florida 33331.

**WHEREAS**, the Town has permitted the development of the parcel as a single family home including a wooden fence running from south to north on the eastern side of the Bosque parcel.

**WHEREAS**, the Town required that S.W. 148th Avenue be expanded by an adjacent developer.

**WHEREAS**, the Town is willing to allow Bosque to maintain an existing private wood fence within the SW 148<sup>th</sup> Avenue public right of way.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, payments hereinafter set forth, the parties agree as follows:

#### **RECITALS**

1. **Recitals**: The above recitals are true and correct and incorporated herein by reference as set forth in full in this section.

2. **Existing Fence**: Town shall allow Bosque to keep the wood fence within the SW 148<sup>th</sup> Avenue public right of way, as shown on the survey attached hereto and incorporated herein.

3. **Additional Obligations**: Bosque will at all times maintain said fence at their expense. In addition, the parties to this Agreement agree that if, in its sole reasonable judgment, the Town deems, at any time, that said fence is not being maintained or used in any manner consistent with the terms of this Agreement or if in its sole reasonable judgment the Town, it determines that the fence must be moved or torn down, the Town has the unilateral right to replace, repair, relocate or remove any such fence, at the sole discretion of the Town. The Town shall provide Bosque with thirty (30) days written notice of its intent to replace, repair, relocate, or remove the fence and, where possible, allow Bosque the opportunity to replace, repair, relocate or remove the fence prior to the

Town taking such action. All reasonable costs associated with the removal, relocation, replacement or repair of the fence will be borne exclusively by Bosque regardless of which party undertakes such replacement, repair, relocation, or removal of said fence.

4. **Recordation**: This Agreement shall be recorded in the Public Records of Broward County, Florida at Bosque’s cost and a certified copy shall be provided to the Town thereafter.

5. **Notices**: All notices sent to any person pertaining to this Agreement shall be in writing and transmitted by messenger, certified mail, return receipt requested, and shall be delivered at the following addresses:

As to the Town: Town of Davie  
Planning and Zoning Manager  
6591 Orange Drive  
Davie, Florida 33314

As to Association: Raul and Linda Bosque  
14801 SW 31<sup>st</sup> Court  
Davie, Florida 33331

6. **Release and Indemnification by Bosque**: The Bosque’s agree that they shall hold harmless and indemnify the Town, its employees, officers directors, agents, servants, engineer or any other professional engaged by the Town from any and all claims, from any and all actions, causes of actions, claims, demands, liabilities, losses, damages or expenses including attorney’s fees (incurred prior to the situation of litigation and in litigation to include trial and appellate proceedings) which shall or may arise or occur at any time by reason of the erection or maintenance of the wood fence within the SW 148<sup>th</sup> Avenue public right of way, which is the subject matter of this Agreement.

7. **Entire Agreement**: This Agreement sets forth the entire Agreement between Bosque and the Town, with respect to the referenced matter, and shall become effective upon execution by all the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed the agreement as of the day and year first written above.

**TOWN:**

**TOWN OF DAVIE,  
a municipal corporation**

**By:**  
**Print Name:**  
**Title: Mayor Council Member**  
**Date:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness







Attachment (*Future Land Use Plan Map*)



Date Flown:  
12/2/06

N

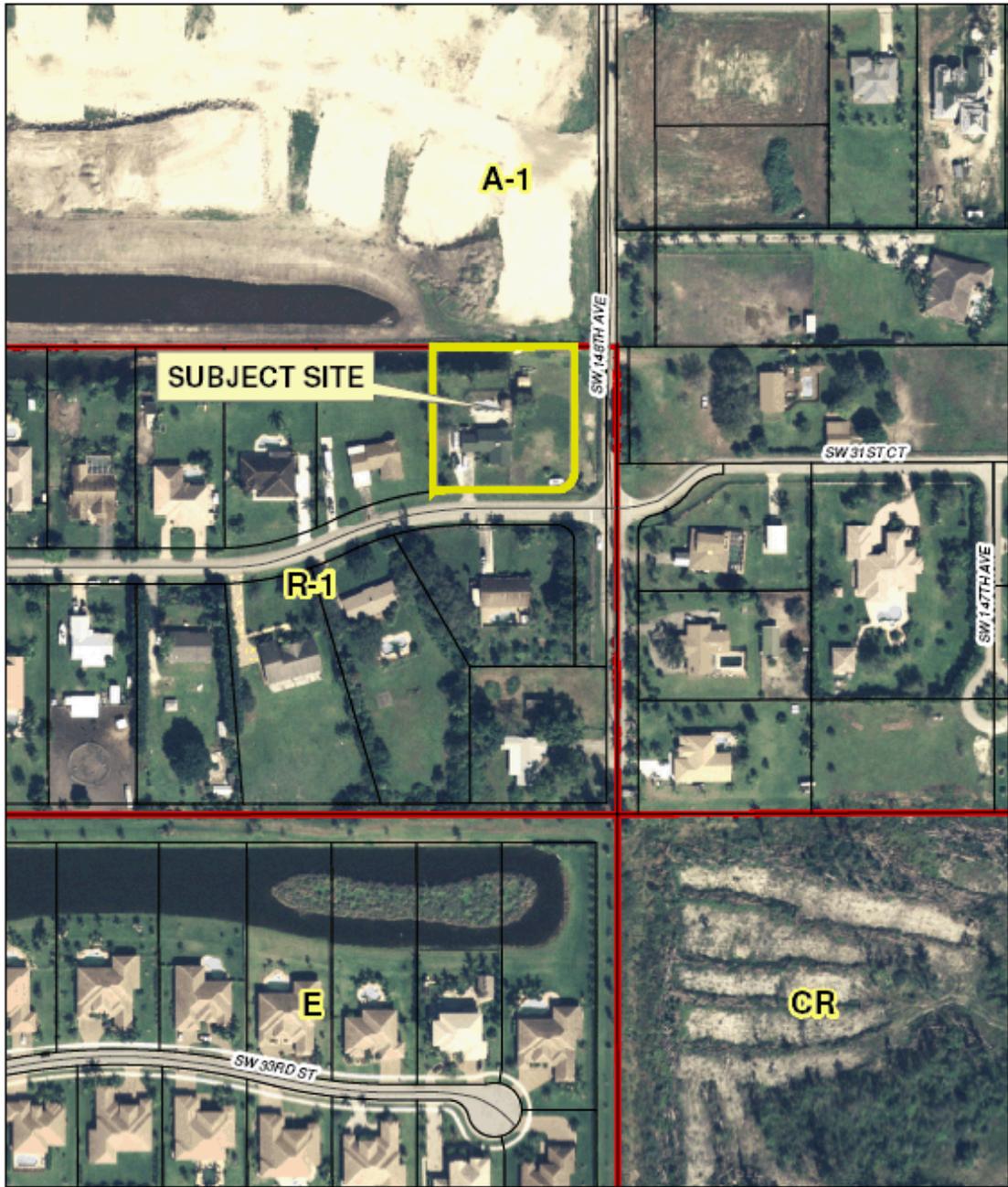
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Prepared by the Town of Davie GIS Division

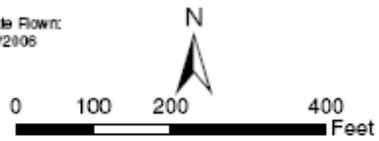
Future Land Use Map

Prepared by: ID  
Date Prepared: 2/13/08

Attachment (*Zoning and Aerial Map*)



Date Rown:  
12/2/06



Prepared by the Town of Davie GIS Division

Zoning and Aerial Map

Prepared by: ID  
Date Prepared: 2/13/08

